

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
GT&C Part A AT&T Issue 1	GT&C Section 1, Purpose and Scope	<p>AT&T Issue Description: 1a. How should Purpose be described?</p> <p>1b. What is the Scope of AT&T's obligation?</p> <p>Sprint Issue Description: How should Scope and Purpose be described?</p>	<p><u>1. Purpose</u></p> <p>This Agreement specifies the rights and obligations of the parties with respect to <u>the establishment of local interconnection.</u></p> <p>1.1 Scope of Obligations:</p> <p><u>Notwithstanding anything to the contrary contained herein, AT&T-9STATE's obligations under this Agreement shall apply only to:</u></p> <p><u>The specific operating area(s) or portion thereof in which AT&T-9STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and Assets that AT&T-9STATE owns or leases and which are used in connection with AT&T-9STATE's provision to CMRS Provider of any Interconnection products and/or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").</u></p> <p><u>This Agreement sets forth the terms and conditions pursuant to which AT&T-9STATE agrees to provide CMRS Provider with access to, Interconnection under Section 251(c)(2) in AT&T-9STATE's incumbent local Exchange Areas for the provision of CMRS Provider's Telecommunications Services. The Parties acknowledge and agree that AT&T-9STATE is only obligated to make available Interconnection under Section 251(c)(2) to CMRS Provider in AT&T-9STATE's incumbent local Exchange Areas. Therefore, the Parties understand and agree that the rates, terms and conditions, including references to tariff rates, terms and conditions, set</u></p>	<p>AT&T's proposed statement of the Purpose and Scope is appropriate and correctly sets forth obligations of the Parties. AT&T is only obligated to provide a Section 251 agreement for the limited purpose of providing access to interconnection and ancillary functions as defined by AT&T. Sprint's position advocates that this cover services under the Act that could include a broad array of services not appropriate for the Parties' interconnection agreement.</p> <p>It is important to include Section 251 of the Act; otherwise, the term "Act" is too broad to</p>	<p>Using appropriate terms, should appropriately describe the overall use, recognizing the breadth of Sprint's rights as a requesting carrier under Applicable Law.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>forth in this Agreement shall only apply to the Parties and be available to CMRS Provider for provisioning Telecommunication Services within an AT&T-9STATE incumbent local Exchange Area(s) in the State in which this Agreement has been approved by the relevant state Commission and is in effect.</u></p> <p>Sprint Language</p> <p>1. Purpose <i>and Scope.</i></p> <p>1.1 This Agreement specifies the rights and obligations of the Parties with respect to the <i>implementation of their respective duties under the Act.</i></p> <p><i>1.2 Telecommunications or Information Service. This Agreement may be used by either Party to exchange Telecommunications Service or Information Service.</i></p> <p><i>1.3 Interconnected VoIP Service. The FCC has yet to determine whether Interconnected VoIP service is Telecommunications Service or Information Service. Notwithstanding the foregoing, this Agreement may be used by either Party to exchange Interconnected VoIP Service traffic.</i></p> <p><i>1.4 Sprint Wholesale Services. This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit</i></p>	<p>be used in this agreement.</p> <p>1.2 Sprint's language is overly broad.</p> <p>1.3 AT&T's network is technology neutral and therefore this language is not needed. Furthermore, AT&T is not sure what is meant by the term Interconnected VoIP Service. Clear terms and conditions for all traffic exchanged between Sprint and AT&T is included in Attachment 3 of the Agreement.</p> <p>1.4 AT&T is unclear as to what is meant by Sprint Wholesale Services. The terms of the agreement apply to</p>	

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and is delivered to Sprint's network for termination. Although not anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&T-9STATE in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement.</i>	the Parties of the Agreement.	
4 GT&C Part A AT&T Issue 2	GTC Part A, Section 2	Resolved			
GT&C Part A AT&T Issue 3	GT&C Part A, Section 3 through 3.2.5	AT&T Issue description: Is it appropriate for the agreement to reference tariffs and any other external documents which may be used to interconnect the Parties' networks? In sections 3.2.1, 3.2.3 and 3.2.4 is the phrase "to	3. Referenced Documents: <u>Any reference throughout this Agreement to an industry guideline, AT&T-9STATE's technical guideline or referenced AT&T-9STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T-9STATE's website.</u> 3.1 References:	Yes. AT&T's proposed language is necessary because it provides clarification as to which documents and/or references are applicable and necessary for a carrier to do business with AT&T. Sections 3.2.1,	Only AT&T's proposed subsection "References" is appropriate. It should be renumbered as Section 3 and not, however, otherwise include any portion of AT&T's

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>implement rights or obligations under this Agreement" necessary in this Tariff References?</p> <p>Sprint Issue description: When and where may it be appropriate to incorporate tariffs or other external materials by reference?</p>	<p>References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.</p> <p>3.2 Tariff References:</p> <p><u>References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T-9STATE's services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T-9STATE provides such services as a result of detariffing or deregulation.</u></p> <p>3.2.1 Nothing in this Agreement shall preclude Sprint from purchasing any services or Facilities under any applicable and effective AT&T-9STATE tariff or subsequent service offering that results from detariffing/deregulation (collectively "tariffs/service offerings"). <i>to implement rights or obligations under this Agreement.</i> Each party hereby incorporates by reference those provisions of its tariffs/service offerings that govern the provision of any of the services or facilities provided hereunder. References to tariffs throughout this Agreement shall be to the currently effective tariff/service offering for the state or jurisdiction in which the services were provisioned. In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff/service offering, the Parties agree to negotiate in good</p>	<p>3.2.3 and 3.2.4 No. The phrase "to implement rights or obligations under this Agreement" is unnecessary and adds confusion. It is unclear as to what Sprint is trying to convey with this statement.</p>	<p>heading or text of its proposed "Referenced Documents". It is inappropriate to include a general incorporation by reference provision that enables either party to alter material terms of Agreement via unilateral change to referenced material outside of agreement.</p> <p>If there are applicable matters outside the Agreement that warrant incorporation by reference then such matters should be specifically identified by ATT within the appropriate</p>

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff/service offering cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows:</p> <p>3.2.2 Unless otherwise provided herein, if the service or Facility is ordered from the tariff/service offering, the terms and conditions of the tariff/service offering shall prevail.</p> <p>3.2.3 If the service is ordered <u>from</u> from <i>to implement rights or obligations under this Agreement.</i> this Agreement, and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.</p> <p>3.2.4 If the service is ordered <u>from</u> from <i>to implement rights or obligations under this Agreement.</i>this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff/service offering and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.</p> <p>3.2.5 <u>Intentionally Left Blank</u> <i>Existing AT&T-9STATE operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this Agreement. In the case of any conflict between AT&T-9STATE procedures and the terms, conditions and intent of this Agreement, the parties will negotiate any modifications to</i></p>		<p>section(s) to which such matter may pertain. This language has not previously been necessary and Sprint does not agree there is a need for it now.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>such procedures which may be required to support the terms, conditions and intent of this Agreement. In the event that there are existing operations manuals, AT&T-9STATE informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and AT&T-9STATE agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. AT&T-9STATE will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis.</i>		
GT&C Part A AT&T Issue 4	GT&C Part A; Section 5	AT&T Issue description: Should the agreement contain comprehensive insurance provisions, and if yes, should the terms be reciprocal? Sprint Issue description: What should be the "Insurance" provisions?	<p>5. Insurance</p> <p>5.1 At all times during the term of this Agreement, CMRS Provider CMRS Provider <i>each Party</i> shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:</p> <p>5.1.1 With respect to CMRS Provider's CMRS Provider <i>each Party's</i> performance under this Agreement, and in addition to CMRS Provider's CMRS Provider's <i>it's</i> obligation to indemnify, CMRS Provider CMRS Provider <i>each Party</i> shall at its sole cost and expense:</p> <p>5.1.2 maintain the insurance coverage and limits required by this Section and any additional insurance and/or bonds required by law:</p> <p>5.1.3 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;</p> <p>5.1.4 with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement;</p>	<p>Yes. AT&T South Carolina proposes incorporating comprehensive insurance provisions into the ICA.</p> <p>No. The insurance provisions should not be reciprocal. AT&T is self insured, and the nature of the services provided to Sprint are materially different than those Sprint provides to AT&T,</p>	<p>Sprint accepts the majority of AT&T insurance provisions as proposed in its wireless language. Even these provisions, however, need to be made mutual and require slight company specific edits as indicated in Sprint language (e.g. the need to</p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>5.1.5 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter:</p> <p>5.1.6 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, CMRS Provider CMRS Provider a Party may procure insurance from the state fund of the state where work is to be performed; and</p> <p>5.1.7 upon request, deliver to <u>AT&T-9STATE</u> certificates <u>AT&T-9STATE certificates or otherwise make available through web-access, to the requesting Party evidence</u> of insurance stating the types of insurance and policy limits. CMRS Provider CMRS Provider A Party shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to <u>AT&T-9STATE</u> AT&T-9STATE <u>the other Party.</u> CMRS Provider CMRS Provider A Party shall <u>deliver such certificates also provide such requested evidence or web access:</u></p> <p>5.1.7.1 prior to execution of this Agreement and prior to execution of this Agreement <u>prior to commencement of any work that requires insurance;</u></p> <p>5.1.7.2 <u>prior to execution of any insurance policy required in this Section; and</u></p>	including, but not limited to , collocation services, and therefore AT&T requires greater insurance protection	<p>recognize the availability of proof of insurance via website rather than delivery of certificates of insurance.</p> <p>Sprint does not agree with AT&T's proposed, but otherwise unexplained different insurance provisions in wireless language.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>5.1.7.2 prior to execution of any insurance policy required in this Section; and,</p> <p>5.1.7.3 for any coverage maintained on a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.</p> <p>5.2 The Parties agree:</p> <p>5.2.1 the failure of AT&T-9STATE <u>AT&T-9STATE</u> a Party to demand such certificate of insurance <u>such certificate of insurance evidence of or web access to such evidence of insurance</u>, or failure of AT&T-9STATE <u>AT&T-9STATE</u> a Party to identify a deficiency will not be construed as a waiver of <u>CMRS Provider’s</u> CMRS Provider’s the other Party’s obligation to maintain the insurance required under this Agreement;</p> <p>5.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect <u>CMRS Provider</u> CMRS Provider a Party, nor be deemed as a limitation on <u>CMRS Provider’s</u> CMRS Provider’s a Party’s liability to AT&T-9STATE <u>AT&T-9STATE</u> the other Party in this Agreement;</p> <p>5.2.3 <u>CMRS Provider</u> CMRS Provider A Party may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and</p> <p>5.2.4 <u>CMRS Provider</u> CMRS Provider The insuring Party is responsible for any deductible or self-insured retention.</p> <p>5.3 The insurance coverage required by this Section includes</p> <p>5.3.1 Workers’ Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:</p> <p>5.3.1.1 \$500,000 for Bodily Injury – each accident; and</p> <p>5.3.1.2 \$500,000 for Bodily Injury by disease – policy limits; and</p> <p>5.3.1.3 \$500,000 for Bodily Injury by disease – each employee.</p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>5.3.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of <u>AT&T-9STATE AT&T-9STATE the other Party</u>, its Affiliates, and their directors, officers and employees.</p> <p>5.3.2 In the states where Workers' Compensation insurance is a monopolistic state-run system, <u>CMRS Provider CMRS Provider a Party</u> shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.</p> <p>5.3.3 Commercial General Liability insurance written on Insurance Service Office (ISO) Form CG 00 01 12 04 <i>[Sprint policy is not written on December 2004 version of this form]</i> or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:</p> <p>5.3.3.1 \$2,000,000 General Aggregate limit; and</p> <p>5.3.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and</p> <p>5.3.3.3 \$1,000,000 each occurrence limit for Personal Injury.</p> <p>5.3.4 The Commercial General Liability insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. <i>Upon request, EEach</i> Party shall provide a copy of <i>or web access to</i> the Additional Insured endorsement to the other Party. The Additional Insured endorsement may either be specific to each Party or may be "blanket" or "automatic" addressing any person or entity as required by contract. <i>Upon request, a AA</i> copy of <i>or web access to</i> the Additional Insured endorsement must be provided within sixty (60) days of <u>execution of this Agreement and within sixty (60) days of each Commercial General Liability policy renewal execution of this Agreement and within sixty (60) days of</u></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>each Commercial General Liability policy renewal such request; and include a waiver of subrogation in favor of each Party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each Party.</p> <p>5.4 This Section is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a referenced instrument.</p>		
GT&C Part A AT&T Issue 5	GT&C Part A, Section 6	Resolved			
AT&T GTC Issue 6	GT&T Part A Section 7.8	Resolved			
GT&C Part A AT&T Issue 7	GT&C Part A, AT&T Section 13.3 & 13.4 Sprint Section 15.3 & 15.4	<p>Is it appropriate for the agreement to expressly state when charges apply for corporate name changes and corporate code changes?</p> <p>Additional AT&T Issue: How much advance notice should Sprint provide AT&T for such notice changes?</p>	<p>13.3 Corporate Name Change and/or change in “d/b/a” only</p> <p><u>13.3.1 Any change in Carrier’s corporate name including the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the Carrier name is changing, and which does not include a change to Carrier’s OCN/ACNA, constitutes a Carrier Name Change under this Section. For any such Carrier Name Change, Carrier will incur a record order charge for each Carrier CABS BAN.</u></p> <p><u>13.3.2 The Parties agree to amend this Agreement to appropriately reflect any CMRS Provider Name Change including a change in d/b/a.</u></p> <p>13.4 Company Code Change</p>	Yes. It is appropriate for AT&T to charge Sprint for the costs associated with any requested changes (in this case, a company name change or company code change) which require AT&T to do work to effectuate the change(s). Such costs should be borne by Sprint as	In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&T

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>13.4.1 Any assignment or transfer of this Agreement associated with the transfer or acquisition of “assets” provisioned under this Agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a “Carrier Company Code Change” under this Section. For the purposes of this Section, “assets” means any Interconnection function, Facility, product or service provided under this Agreement. Carrier shall provide AT&T-9STATE with ninety (90) Days advance written notice of any assignment associated with a Carrier Company Code Change and obtain AT&T-9STATE’s consent. AT&T-9STATE shall not unreasonably withhold consent to a Carrier Company Code Change; provided, however, AT&T-9STATE’s consent to any Carrier Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, if Carrier has elected to collocate with AT&T-9STATE, owed under this Agreement and payment of any outstanding charges associated with the “assets” subject to the Carrier Company Code Change. In addition, Carrier acknowledges that Carrier may be required to tender additional assurance of payment to AT&T-9STATE, if requested under the terms of this Agreement.</u></p> <p><u>13.4.2 For any Carrier Company Code Change, Carrier must submit a service order to AT&T-9STATE changing the OCN/ACNA for each circuit ID number, as applicable. Carrier shall pay the appropriate charges to AT&T-9STATE for each service order submitted to accomplish a CMRS Provider Company Code Change; such charges are contained in the applicable AT&T-9STATE tariffs. In addition, Carrier shall pay any and all charges to AT&T-9STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, if Carrier has elected</u></p>	<p>a cost of doing business. The number of telecommunication providers that are or have been involved in a merger, consolidation, assignment or transfer of assets, or bankruptcy has been substantial and AT&T should not be expected to bear the cost of changing the requesting carrier's records, performing re-stenciling, re-engineering, etc. Additionally, AT&T needs 90 days to research and verify that the Carrier involved with the request does not owe AT&T any outstanding charges, including collocation charges owed under this agreement.</p>	<p>language “from its current standard ... interconnection agreement [is] appropriate”? AT&T’s “standard” generic language is irrelevant. Where AT&T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint’s consent. Absent such necessity or Sprint consent, changes premised simply on AT&T’s desires to require cookie-cutter terms and conditions</p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>to collocate with AT&T-9STATE.</u>	Assignment to an affiliate with an existing agreement should not be permitted, because it would improperly permit the affiliate to escape the terms of its binding contract.	without regard to the Parties longstanding operation under established language is not just and reasonable. Sprint does not accept any of subsection 15.3 or 15.4 and, therefore, does not agree to the Section title change. Sprint can accept AT&T 15.1 language if it is made mutual and the term “non-affiliated” has the “affiliated” capitalized in order to tie it back into the defined term “Affiliate”. Sprint can accept AT&T 15.2

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<p>language if it is made mutual and the second sentence is stricken. There is no basis for an assignment restriction premised upon whether or not an Affiliate already has an ICA with AT&T-9STATE. Regarding 15.3 and 15.4, there is no legitimate basis for AT&T to attempt to charge Sprint for AT&T internal record keeping issues, much less attempt to impose such charges on a unilateral basis. This appears to be veiled attempt to impose purported internal, yet</p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					undisclosed, record-keeping process changes that may even be associated with the Sprint – Nextel merger that occurred years ago. As demonstrated by BellSouth's own merger with AT&T, mergers and corporate changes occur, and internal record keeping changes are costs of doing business, rather than "costs" that may be shifted by one party to the other party that may experience a corporate name or company code change, and multiplying such "costs" by imposing them

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<p>on an individual “BAN” and/or circuit ID level.</p> <p>AT&T’s further, wireline-specific provisions, 13.8 and 13.9 should be struck. If ATT is seeks to change any of the original language, then the revised language should be equally applicable to all parties - that is why 13.1 should be made mutual. If ATT seeks to assign to a non-affiliate third-party (under any scenario) and obtain a release of its obligations under this Agreement, then such assignment should be subject to</p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					negotiation of Sprint consent pursuant to 13.1, resulting in no continuing reason for separate 13.8 or 13.9. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part A AT&T Issue 8	GT&C Part A, Section 18, Modification of Agreement Sprint Section 17	Resolved			
GT&C Part A AT&T Issue 9	GT&C Part A, Section 29	Resolved			
GT&C Part A AT&T Issue 10	GT&C Part A, Section 33	Resolved			

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
GT&C Part A AT&T Issue 11	GT&C Part A Section 36	Resolved			
GT&C Part B AT&T Issue 1	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 2	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Access Tandem” means a LEC switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC End Office network and <u>IXC POPs</u><i>the switching systems operated by carriers other than the LEC that operates the LEC End Office network.</i></p>	AT&T’s definition is essentially word for word from Newton’s Telecom Dictionary.	Sprint agrees to include a definition, but AT&T’s definition is overly restrictive and inaccurate in its limited application to switching between a LEC End Office and “IXC Pops”, therefore, replaced same with Sprint language at end of definition. This/these

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 3	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 4	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 5	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 6	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 7	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Authorized Services” means those <u>Cellular</u> services which <u>Sprinta Party</u> may lawfully provide pursuant to Applicable Law, <u>including the Act, and that are considered to be CMRS</u>. This Agreement is solely for the exchange of Authorized Services traffic between the Parties’ <i>respective networks as provided herein.</i></p>	Sprint’s definition would inappropriately broaden the type of services and traffic to be covered by the Parties’ Interconnection	This is a key term used throughout the Agreement which needs to be mutually and generically applicable,

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				Agreement to services provided by Sprint's affiliates.	allowing either Party to provide whatever services it may lawfully provide pursuant to Applicable Law; and, it is inappropriate to impose restrictions that are not otherwise imposed by Applicable Law. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 8	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Bill Due Date" means thirty (30) calendar days from the <u>bill invoice</u> date <i>if the invoice is received by the Billed Party within five (5) days of the invoice date. For invoices not received within five (5) days of the invoice date, the Bill Due Date is the last day of the next billing cycle following actual receipt of the invoice.</i>	Sprint's language places an unreasonable penalty on the Billing Party if the invoice is not received by the Billed Party within 5	Resolution of the GTC Part A Audit and Attachment 7 Billing provisions will determine to what extent, if

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				days of the invoice date. First, the Billed Party has some control over when they receive their bills based on what bill media they select. Second, this language would allow the Billed Party to pay the bill 60 days from invoice date if received 6 or more days after the invoice date. This is not a reasonable extension.	any, these terms may need to be used or modified. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 9	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 10	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 11	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B	GTC Part B, and as used	Resolved			

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Issue 12	throughout Agreement				
GT&C Part B AT&T Issue 13	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 14	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 15	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 16	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Disputed Amounts" means the amount that the Disputing Party contends is incorrectly billed.</u>	There can't be a discussion regarding billing disputes without a definition for what is being discussed.	Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified. This/these provision(s) should be substantively the same whether a single ICA or two separate

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					ICAs are used.
GT&C Part B AT&T Issue 17	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Disputing Party”, as used in Sections 10.0 below and 12.0 below means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.	There can’t be a discussion regarding billing disputes without a definition for what is being discussed.	Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 18	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ End User(s) ” means a Third Party subscriber of <u>Telecommunications</u> Authorized Services provided <i>in whole or in part</i> by any of the Parties <u>at retail</u> . As used herein, the term “End User(s)” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.	Sprint has improperly tried to expand the definition of End User(s) by using the term “Authorized Services”, which Sprint is unwilling to limit to the cellular tele-	Sprint agrees to include as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				communications services that are covered by this agreement.	same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 19	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Equal Access Trunk Group” means a trunk used solely to deliver Sprint PCS’s customers’ traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.	The reality is that this is the name of the trunk group that carries Sprint’s traffic through an AT&T access tandem to/from an IXC. The fact that Sprint wireless is not required to provide equal access to its end users is irrelevant.	Sprint wireless is not required to provide Equal Access and, therefore, following term is not necessary with respect to Sprint wireless.
GT&C Part B AT&T Issue 20	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ Facility ” or “ Facilities ” means the <i>elements, including but not limited to</i> wire, line, <u>or</u> cable, <u>dedicated to the transport of associated hardware and software that is used by a Party to provide</u> Authorized Services <u>traffic between the Parties’ respective networks</u> .	AT&T’s definition clearly limits this to the physical entity (wire, line or cable) that make up a facility and not the electronics at each end which compose a facility termination or software that may be used to provide a service, neither or which comprise a facility.	This is an appropriate, encompassing definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
GT&C Part B AT&T Issue 21	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 22	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 23	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ <i>Interconnection or Interconnected</i> ” <i>has the meaning as defined</i> <i>required in the Act at 47 C.F.R. §§ 20.3 and 51.5.</i>	Sprint’s edits of this definition would result in too broad of a definition. AT&T should only have to provide interconnection, not only as defined in the Act, but also as required by the Act.	Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 24	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ Interconnection Facilities ” means those Facilities that are used to deliver Authorized Services traffic between a given Sprint Central Office Switch, or such Sprint Central Office Switch’s point of presence in an MTA or LATA, as applicable, and <i>either a)</i> a POI on the AT&T network to which such Sprint Central Office Switch is Interconnected <i>or, b) in the case of Sprint-originated Transit Services Traffic, the POI at which AT&T hands off Sprint originated traffic to a Third Party that is indirectly interconnected with the Sprint Central Office Switch via</i>	Terms and conditions for Transit traffic should not be part of the 251/252 Interconnection agreement, but a separate agreement so part (b) is not necessary	Sprint proposed definition. This/these provision(s) should be substantively the same whether a single ICA or two separate

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>AT&T.</i>	in this section. In addition, Sprint originated Transit Service Traffic is handed off at the POI defined in part (a), so again there is no reason for part (b). Part (b) has Sprint having facilities all the way to the POI of the third party on the AT&T network and this is not the case. Sprint is claiming to have facilities beyond their POI.	ICAs are used.
GT&C Part B AT&T Issue 25	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ InterMTA Traffic ” means Telecommunications traffic to or from Sprint’s wireless network that originates on the network of one Party in one MTA and terminates on the network of the other Party in another MTA (as determined by the geographic location of the <u>cell site to which the mobile End User is connected</u> <i>POI between the Parties and the location of the End Office Switch serving the AT&T-9 STATE End User</i>).	Paragraph 1044 of First Report and Order states “the location of the initial cell site when a call begins shall be used as the determinant of the geographic location of the mobile customer.”	Sprint edits are consistent with First Report and Order – and need to include a parallel intraMTA definition. Alternatively, can consider/discuss using location of cell tower at the beginning of the call for the

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					location of the wireless party to the call. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 26	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 27	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"IntraMTA Traffic" means Telecommunications traffic to or from Sprint's wireless network that originates on the network of one Party in one MTA and terminates on the network of the other Party in the same MTA (as determined by the geographic location of the <u>cell site to which the mobile End User is connected</u> <i>POI between the Parties and the location of the End Office Switch serving the AT&T-9 STATE End User</i>).	Paragraph 1044 of First Report and Order states "the location of the initial cell site when a call begins shall be used as the determinant of the geographic location of the mobile customer."	Sprint edits are consistent with First Report and Order – and need to include a parallel interMTA definition. Alternatively, can consider/discuss using location of cell tower at the beginning of the call for the location of the wireless party to

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					the call. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 28	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Jurisdictional Identification Parameter (JIP)" means an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.</u>	JIP is acceptable interim option until such time as the Parties have the ability to more accurately measure the traffic usage.	Sprint does not agree with AT&T proposed use of JIP, and the term is otherwise unnecessary. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 29	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T	GTC Part B, and as used throughout	Resolved			

AT&T language bold underlined
Sprint language bold italics
Page 27 of 151

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Issue 30	Agreement				
GT&C Part B AT&T Issue 31	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 32	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 33	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Non-Paying Party” means the Party that has not made payment of <i>undisputed amounts</i> by the Bill Due Date of all amounts within the bill rendered by the Billing Party.	In order to discuss billing and billing disputes this term needs to be included in the definitions and AT&T’s definition is appropriate.	Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T	GTC Part B, and as used throughout	Resolved			

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Issue 34	Agreement				
GT&C Part B AT&T Issue 35	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Numbering Plan Area (NPA)” also called area code means the <i>first</i> three (3)-digits <u>code that occupies the A, B, and C positions in the ten (10)-digit NANP format that applies throughout the NANP Area.</u> <u>NPAs are of the form (NXX) of a ten-digit telephone number in the form NXX-NXX-XXX</u>, where N represents <i>any one of the numbers the digits two (2) through nine (9)</i> and X represents any <i>digit zero one of the numbers (0) through nine (9)</i>. <u>In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, (e.g., 800).</u></p>	AT&T’s definition describes in the detail the nuances within this plan in terms of numbering and geographical impacts while Sprint’s does not.	<p>Sprint agrees to include following as defined term, subject to proposed edits as indicated</p> <p>See 47 C.F.R. § 52.7(a).</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 36	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 37	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“NXX” or “Central Office Code” means the <i>second</i> three (3)-digits <u>switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits (NXX) of a ten (10)-digit telephone number within the NANP in the form NXX-NXX-XXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0</u></p>	AT&T’s language more accurately defines the term.	Sprint agrees to include following as defined term, subject to proposed edits as indicated

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>through 9. <u>Each NXX Code contains 10,000 station numbers.</u></i>		See 47 C.F.R. 52.7(c). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 38	GTC Part B, and as used throughout Agreement	Resolved			
GT&C Part B AT&T Issue 39	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Originating Landline to CMRS Switched Access Traffic" means InterLATA traffic delivered directly from AT&T's originating network to Sprint's network that, at the beginning of the call: (a) originates on AT&T's network in one MTA; and, (b) is delivered to the mobile unit of Sprint's End User or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&T shall charge and Sprint shall pay AT&T the Originating Landline to CMRS Switched Access Traffic rates in Pricing Schedule.</u>	AT&T's language is consistent with the First Report and Order (Paragraphs 1036, 1044 and 1044 Note 2485) along with FCC orders stating "An interstate communication does not end at an intermediate switch.....The interstate Communication itself extends from the inception of a call to its	AT&T is attempting to impose switched access upon Sprint for AT&T originated wireless traffic, for which Sprint as a terminating carrier is entitled to be paid.

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				completion, regardless of any intermediate facilities.” The Agreement should include AT&T’s language which properly allows AT&T to bill Access for Originating Landline to CMRS Switched Access Traffic.	
GT&C Part B AT&T Issue 40	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Paging Traffic” means traffic to Sprint’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Sprint <u>or traffic to AT&T’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to AT&T.</u>	AT&T’s definition describes the term whether it exists on AT&T’s or Sprint’s network.	Sprint agrees to include following as defined term, subject to proposed edits as indicated. However, why is the second sentence below included in the first place – what is AT&T talking about re “frequency licensed to AT&T-9 STATE?”

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
GT&C Part B AT&T Issue 41	GTC Part B and as used throughout Agreement	What individual “Definitions” are appropriate?	“Past Due” means when a Billed Party fails to remit payment for any <i>undisputed</i> charges by the Bill Due Date, or if payment for any portion of the <i>undisputed</i> charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the <i>undisputed</i> charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due).	The Agreement should state that a charge is past due whether disputed or undisputed if it meets any of the 3 conditions described in AT&T’s definition. Absent AT&T’s language, the parties will not know what constitutes a past due bill.	Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 42	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ Permanent Number Portability (PNP) ” means a long term method of providing LNP using LRN consistent with the Act and the rules, regulations, orders and rulings of the FCC and the <u>Commission</u> <i>Applicable Law</i> .	The definition does not make sense when substituting Applicable Law for Commission, as Sprint proposes, because Applicable Law is the codicils created by the FCC and the Commission.	Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					two separate ICAs are used.
GT&C Part B AT&T Issue 43	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p><i>“Interconnection Point” or “Point of Interconnection (POI)”</i> means the <i>Technically Feasible</i> physical <i>location point(s) requested by Sprint</i> at which <i>an Interconnection Facility joins</i> the Parties’ networks <i>meet</i> for the purpose of establishing Interconnection <i>between the Parties, or a Party and a Third-Party. POIs include a number of different technologies and technical interfaces based on the Parties mutual agreement. The POI establishes the technical interface, the test point(s) and the point(s) for operational and financial division of responsibility.</i></p>	AT&T’s language is more succinct in its definition and provides additional information concerning the POI’s composition and function.	<p>Sprint agrees to include following as defined term, subject to proposed edits as indicated</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 44	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p><i>“Public Switched Network or Public Switched Telephone Network (PSTN)”</i> means or refers to <i>the Public Switched Telephone Network as defined in Telcordia Technologies Practice, BR-795-400-100 COMMON LANGUAGE® Message Trunk Circuit Codes (CLCI™ MSMSG Codes)</i> refers to a common carrier network that provides <i>circuit switching between public users any common carrier switched network, whether by wire or radio, including LECs, IXCs, and wireless carriers that use the NANP in connection with the provision of switched services. The PSTN carriers are voice, data and signaling traffic.</i></p>	AT&T’s definition not only spells out what the acronym stands for, but identifies the industry standard in which it is more fully described and identifies the types of carriers that use it.	<p>Sprint agrees to include following as defined term, subject to proposed edits as indicated</p> <p>See 47 C.F.R. 20.5.</p> <p>This/these provision(s) should be</p>

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 45	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Rate Center" means the specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter-and intra-LATA toll calls.</u>	AT&T's language accurately defines the term Rate Center, which is used in the Agreement. The absence of this definition may lead to disputes.	Rate Centers, do not have the same significance to each Party, nor are the Parties required to have the same Rate Centers, therefore, Sprint sees no reason to include such definitions.
GT&C Part B AT&T Issue 46	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Remittance Information" means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.</u>	This definition is necessary to identify the information required by AT&T to adequately credit a payment.	Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified. This/these provision(s) should be

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 47	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Section 251(b)(5) Calls” means Completed Calls that originate on either Party’s network, that terminate on the other Party’s network, that are exchanged directly between the Parties and that, originate and terminate within the same MTA. “Section 251(b)(5) Calls” does not refer to the local calling area of either Party. A call that is originated or terminated by a non-facility based provider is not a call that originates or terminates on either Party’s network. In order to measure whether traffic comes within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows:</p> <p><u>For AT&T, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.</u></p> <p><u>For Sprint, the origination or termination point of a call shall be the Cell Site that serves, respectively, the calling or called party at the beginning of the call.</u></p>	AT&T is properly defining what a local call is in this section and defines additional traffic types in the appropriate sections of the Agreement.	This concept of “handed off directly” is wrong because a) the FCC no longer uses term “Local” with respect to Section 251(b)(5) traffic exchanged between wireless carriers and an ILEC; b) traffic should be defined/categorized for compensation treatment as terminating intraMTA (for which reciprocal compensation is due), terminating interMTA (for which

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					reasonable compensation is due), terminating ISP-Bound (for which .0007 may be due), Information Service and terminating Interconnected VoIP (for which no compensation methodology has been established by FCC and, therefore, is bill and keep); c) while the old language “handed off directly to Sprint PCS in the same LATA” was inconsequential when the Parties exchanged traffic on a bill and keep basis, if AT&T now

AT&T language bold underlined
Sprint language bold italics
Page 36 of 151

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<p>insists on the Parties charging each other, such language is contrary to federal law and represents AT&T attempt to avoid its responsibility to pay for all terminating traffic that originates on AT&T network but, on a retail basis, is dialed as 1+; and, d) retail dialing patterns do not govern carrier-to-carrier compensation.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
GT&C Part B AT&T Issue 48	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Serving Wire Center (SWC)” means the Wire Center that serves the area in which the other Party’s or a Third Party’s Wire Center, aggregation point, point of termination, or point of presence is located.</u>	This definition is necessary to delineate the wire center serving the other Party from other Wire Centers.	Appropriate Facilities and Interconnection Facilities definitions render following term, “Serving Wire Center,” unnecessary This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 49	GTC Part B and as used throughout Agreement	What individual “Definitions” are appropriate?	<i>“Sprint Third Party Provider” has the meaning as defined in the General Terms and Conditions – Part A, Section 1 Purpose and Scope, Subsection 1.4 Sprint Wholesale Services provisions.</i>	AT&T is unclear as to what is meant by Sprint Wholesale Services. The terms of the agreement apply to the Parties of the Agreement.	Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B	GTC Part B and as used	What individual “Definitions” are	“Switched Access Service” means an offering <i>to an IXC</i> of access <i>by AT&T-9 STATE</i> to AT&T<i>AT&T-9 STATE</i>s network for the purpose of the	Switched Access Service is not	Sprint can accept with

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Issue 50	throughout Agreement	appropriate?	origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.	limited to an IXC as Sprint's language would state.	edits. However, where is definition used? This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 51	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Tax" or "Taxes" means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated including any charges or other payments, contractual or otherwise, for the use of streets or right-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.</u>	No agreement can be considered complete without a definition regarding taxes.	Subject to review. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 52	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Terminating InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on CMRS Provider's network; (b) is sent from the mobile unit of CMRS Provider's End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on the AT&T's network in another MTA. This traffic must be terminated to AT&T as FGD terminating switched access per AT&T's Federal and/or State Access Service tariff.</u>	FCC First Report and Order (Paragraphs 1036, 1043, 1044 and 1044 Note 2485) along with FCC orders stating "An interstate	Pursuant to 47 C.F.R. § 20.11, the principles of terminating mutual compensation for reasonable compensation is

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				communication does not end at an intermediate switch.....The interstate Communication itself extends from the inception of a call to its completion, regardless of any intermediate facilities.” The Agreement should include AT”&T’s language which properly allows AT&T to bill Access for Terminating InterMTA for CMRS to LEC traffic.	applied as between CMRS Providers and LECs, and, federal law does not authorize any restriction regarding what category of traffic (interMTA / intraMTA/ Information Service / Interconnected VoIP) can be exchanged between a CMRS Provider and LEC over Interconnection Facilities. Therefore, there is no basis to include either this term, “Terminating InterMTA Traffic,” which a) seeks to avoid AT&T obligation to pay for interMTA traffic that originates

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<p>on its network and is terminated by Sprint, and b) seeks to impose artificial restriction on nature of traffic that can be exchanged over the Interconnection Facilities.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
GT&C Part B AT&T Issue 53	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Termination" has the meaning as defined at 47 C.F.R. § 51.701(d).</i>	Termination cannot be defined in such a simple fashion. Sprint's cite only covers termination in regards to traffic, but has nothing to do with the termination of the	<p>Sprint proposed definition</p> <p>This/these provision(s) should be substantively the same whether a single ICA or</p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				Agreement, services, billing, etc.	two separate ICAs are used.
GT&C Part B AT&T Issue 54	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Third Party Traffic" means traffic carried by <u>AT&T a Party</u> acting as an <u>intermediary</u> <i>Transit Service provide</i> that is originated and terminated by and between <u>Sprint and a Third Party Telecommunications Carrier</u> <i>a Third Party and the other Party to this Agreement.</i>	Sprint should never carry Third Party Traffic for AT&T, and Sprint's language incorrectly indicates that it would.	Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 55	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Transit Service" means the indirect interconnection services provided by one Party (the Transiting Party) to this Agreement for the exchange of Authorized Services traffic between the other Party to this Agreement and a Third Party.</i>	As set forth in Attachment 3, AT&T Issue 13 , terms and conditions for transit services should be set forth in a separate commercial agreement. Accordingly, there is no need for a definition of Transit Services in the ICA.	Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				Moreover, the correct definition is the one above "Third Party Traffic".	
GT&C Part B AT&T Issue 56	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Transit Service Traffic" is Authorized Services traffic that originates on one Telecommunications Carrier's network, "transits" the network Facilities of one or more other Telecommunications Carrier's network(s) substantially unchanged, and terminates to yet another Telecommunications Carrier's network.</i>	As set forth in Attachment 3, AT&T Issue 13 , terms and conditions for transit services should be set forth in a separate commercial agreement. Accordingly, there is no need for a definition of Transit Services Traffic in the ICA. Moreover, the correct definition is the one above "Third Party Traffic".	Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 57	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Transport" has the meaning as defined at 47 C.F.R. § 51.701(c).</i>	Transport cannot be defined in such a simple fashion. Sprint's cite only covers transport in regards to facilities from the POI to the terminating end office, but has	Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				nothing to do with the transport within the Parties' networks, transport of hazardous materials, transport of traffic, etc.	two separate ICAs are used.
GT&C Part B AT&T Issue 58	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Trunk(s)" or "Trunk Group(s)" means the switch port interface(s) used and the communications path created to connect Sprint's network with AT&T's network for the purpose of exchanging Authorized Services <u>Section 251 (b)(5) Calls for purposes of Interconnection</u>traffic.	AT&T's language accurately describes the type of traffic that the trunks are carrying.	Sprint agrees to include following as defined term, subject to proposed edits as indicated This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 59	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Unpaid Charges" means any <i>undisputed</i> charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.	AT&T's definition correctly provides that charges are unpaid whether disputed or not if the full amount due has not been tendered.	Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
GT&C Part B AT&T Issue 60	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Wire Center" means a building or space within a building that serves as an aggregation point on a given Telecommunications Carrier's network, where transmission facilities are connected and traffic is switched. AT&T's Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services are located.</u>	Given the fact that this term is used in a number of instances in both Attachment 3 and Attachment 4 of the Agreement a definition is necessary to avoid disputes.	Appropriate Facilities and Interconnection Facilities definitions render term unnecessary.
Att. 3 AT&T Issue 1	Att. 3 Section 1, Definitions				
Att. 3 AT&T Issue 2	Att. 3 Section 1, Definitions				
Att. 3 AT&T Issue 3	Attachment 3 Section 2	Is it appropriate for the agreement to expressly state the terms and conditions of network interconnection?	<u>2. Network Interconnection</u> <u>2.1 AT&T-9STATE shall provide interconnection with AT&T-9STATE's network at any technically feasible point within</u>	Yes. AT&T's language provides comprehensive terms and conditions regarding how the parties will	Sprints language identifies the various methods by which Sprint can obtain interconnection,

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>BellSouth's network.</u></p> <p><u>2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties.</u></p> <p><u>Requests to AT&T-9STATE for interconnection at other points or through other methods may be made through the Bona Fide Request/New Business Request process set out in the General Terms and Conditions of this Agreement.</u></p> <p><u>2.2.1 Using one or more of the NIM's herein, the Parties will agree to a physical interconnection architecture plan for a specific geographic area.</u></p> <p><u>2.3 Wireless Network Interconnection</u></p> <p><u>There are two appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; and,(2) physical collocation. For FCC licensed CMRS providers only, Type 1, Type 2A and Type 2B interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35 as amended, may be purchased pursuant to this</u></p>	<p>interconnect their networks. This language is also important in that it clearly specifies the appropriate trunking arrangements.</p>	<p>without reference to additional concepts that are, and should be, addressed elsewhere in separately distinct provisions (e.g., locations where Interconnection can occur).</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for physical collocation may be provided in a separate collocation agreement.</u></p> <p>Sprint Language</p> <p><i>2.2 Methods of Interconnection Sprint may request, and AT&T will accept and provide, Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of Interconnection Facilities by one Party from the other Party, or by one Party from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request/New Business Request process set forth in the General Terms and Conditions – Part A of this Agreement; and (6) any other methods as mutually agreed to by the Parties. In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider, Sprint may also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35, which shall be provided by AT&T 9-STATes at the rates, terms and conditions set forth in this Agreement.</i></p>		
Att. 3 AT&T	Att. 3 Section	AT&T Issue description:	<u>2.3.2 AT&T 9-STATE and Sprint PCS will accept and provide any of the preceding methods of interconnection.</u>	AT&T's language appropriately states	Sprint Section 2.3 Sprint does

AT&T language bold underlined
Sprint language bold italics
Page 47 of 151

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Issue 4	2.3.2	<p>What are the appropriate requirements for the agreement to expressly state when requirements for connecting to all tandems served and requiring direct end office trunks at a certain threshold?</p> <p>Sprint Issue description: Section 2.3 Where is Sprint entitled to designate the Point of Interconnection (POI) and how many POIs may be required?</p> <p>Section 2.4 What provisions should be included regarding continuation of pre-existing arrangements?</p> <p>Section 2.5 What Interconnection Facilities /</p>	<p><u>Sprint PCS shall trunk to all AT&T 9-STATE Tandems in each LATA from each MSC where Sprint PCS offers Authorized Services, or in the event Sprint PCS has no MSC in the LATA, from Sprint PCS's designated POI(s) within the LATA.</u></p> <p><u>The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks, or when AT&T 9-STATE's End Office Switch is not served by an AT&T 9-STATE Tandem Office Switch. If the Direct End Office Trunk (DEOT) is designed to overflow, the traffic will be alternately routed to the appropriate AT&T 9-STATE Tandem. DEOT's established as direct finals will not overflow from either direction to any alternate route.</u></p> <p><u>Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Sprint PCS implements SS7 capability within its own network. AT&T 9-STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, AT&T 9-STATE and Sprint PCS facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate</u></p>	<p>the requirement that Sprint connect to all AT&T tandems in order to create an efficient network that avoids misroutes and tandem exhaust, as well as require direct end office trunks when traffic to a particular end office reaches a reasonable threshold of 24 trunks (1 DS1).</p>	<p>not agree with AT&T wireline language, Section 2.8, in which AT&T attempts to impose mutuality obligations upon Sprint that are inconsistent with Sprint's rights to select the number and locations of POIs as long as there is a minimum of one per LATA, and such location is at a Technically Feasible point.</p> <p>Sprint Section 2.4 This section addresses the reality that there are already physically existing Interconnection Facilities and</p>

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		Trunking provisions should be included regarding which party selects whether Facilities will be 1-way or 2-way; and, any requirement for establishment of reciprocal trunk groups?	<p><u>tariff, as amended from time to time will apply. The cost of the interconnection facilities between AT&T 9-STATE and Sprint PCS switches within AT&T 9-STATE's service area shall be shared on a proportionate basis. Upon mutual agreement by the parties to implement one-way trunking on a state-wide basis, each Party will be responsible for the cost of the one-way interconnection facilities associated with its originating traffic.</u></p> <p>Sprint Language</p> <p><i>2.3 Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one AT&T 9-STATE Access Tandem selected by Sprint within each LATA that Sprint desires to serve. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&T network.</i></p> <p><i>2.4 Pre-existing Arrangements. Until otherwise requested by Sprint, AT&T 9-STATE shall continue to provide Interconnection through the existing Interconnection Facilities and Points of Interconnection established pursuant to the Interconnection agreement that is being replaced by this Agreement. AT&T 9-STATE shall provide such new Interconnection Facilities, Points of Interconnection and Interconnection arrangements as Sprint may request pursuant to this Agreement.</i></p> <p><i>2.5 Interconnection Facilities.</i></p>		<p>Points of Interconnection in place, that will remain in place unless otherwise modified, as well as new arrangements that will occur after the execution of this Agreement.</p> <p>Sprint Section 2.5 As long as it is Technically Feasible, AT&T is required to provide 2-way trunking upon Sprint's request. 47 C.F.R. § 51.305(f).</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>2.5.1 Directionality and Conformance Standards.</u> <i>Interconnection Facilities will be established as two-way Facilities except a) where it is not Technically Feasible for AT&T 9-STATE to provide the requested Facilities as two-way Facilities, or b) where Sprint requests the use of one-way Facilities. Interconnection Facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each Interconnection Point after Sprint implements SS7 capability within its own network. AT&T 9-STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where Technically Feasible, AT&T 9-STATE and Sprint Facilities' shall provide the necessary on-hook, off-hook Answer and Disconnect Supervision and shall hand off calling party number ID when Technically Feasible. If a Party Interconnects via the purchase of Facilities and/or services from the other Party, the appropriate tariff from which such services are purchased for use as Interconnection Facilities will apply, subject to the rates, terms and conditions set forth in this Agreement.</i></p> <p><u>2.5.2 Trunk Groups.</u> <i>The Parties will establish trunk groups from the Interconnection Facilities such that each Party provides a reciprocal of each trunk group established by the other Party. Notwithstanding the foregoing, each Party may construct its network to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, AT&T 9-STATE will provide or bear the cost of all trunk groups for the delivery of Authorized Services traffic</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>from the POI at which the Parties Interconnect to the Sprint Central Office Switch, and Sprint will provide the delivery of Authorized Services traffic from the Sprint Central Office Switch to each POI at which the Parties Interconnect.</i>		
Att. 3 AT&T Issue 5	Att. 3 Section 2.3.2.1	<p>AT&T Issue description: (1) How should the cost of two way interconnection facilities be shared, and (2) specifically should transit traffic that originates with a third party and terminates to Sprint be imputed to Sprint for purposes of allocating the proportionate use of interconnection facilities?</p> <p>Sprint Issue description: How are Interconnection Facility Costs apportioned between the</p>	<p><u>2.3.2.1 Terms And Compensation For Use Of Facilities: Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to applicable tariffs, General Exchange Price List or separate contract. Optional Payment Plans (“OPP”), High Cap Term Payment Plans (“HCTPP”), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement.</u></p> <p><u>2.3.2.2 The Parties will connect their networks, i.e., to and from the AT&T 9-STATE Central Office Switch where the Facility connection is established, using the interfaces as described in Section 2.3.1 above.</u></p> <p><u>2.3.2.3 Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to deliver land-to-mobile traffic that it receives from AT&T 9-STATE to a facilities-based Competitive Local Exchange Carrier (“CLEC”), or an Incumbent Local Exchange Carrier (“ILEC”), or an Out-of-Exchange Local Exchange Carrier (“OELEC”) or another CMRS provider other than Sprint PCS, i.e., the final</u></p>	<p>(1) The cost of shared two way interconnection facilities should be shared by the parties based on the FCC Rules Implementing the Act, which AT&T’s language does.</p> <p>(2) Yes. In <i>TSR Wireless, LLC v. U S WEST Communications, Inc.</i>, Memorandum Opinion and Order, 15 FCC Rcd 11166, 11176-77 ¶19, n.70 (2000), <i>aff’d sub nom. Qwest Corp. v. FCC</i>, 252 F.3d 462 (D.C. Cir. 2001) (“<i>TSR Wireless</i></p>	<p>47 C.F.R. § 51.703(b) prohibits AT&T from charging Sprint for traffic originated on AT&T’s network; and, as the provider of Interconnection Facilities, AT&T is only authorized by 47 C.F.R. § 51.709(b) to charge Sprint “the proportion of that trunk capacity used [by Sprint] to send traffic that will terminate on [AT&T’s network].” As to transited traffic,</p>

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>Parties?</p> <p>Should transit traffic that originates with a third party and terminates to Sprint be imputed to Sprint for purposes of allocating the proportionate use of interconnection facilities?</p>	<p><u>destination of land-to-mobile traffic delivered from AT&T 9-STATE is Sprint PCS's End-Users, and Sprint PCS may not forward any such traffic to any Third-Party.</u></p> <p><u>2.3.2.4 Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to aggregate traffic from a facilities-based CLEC, or an ILEC, or another CMRS provider, or an OELEC, and use the Facilities to deliver such traffic to AT&T 9-STATE, i.e., mobile-to-land traffic delivered from Sprint PCS to AT&T 9-STATE must be from Sprint PCS's End-Users and may not be from any other Third Party. For the avoidance of doubt, traffic from another Telecommunication Carrier's end-users does not constitute Authorized Services traffic.</u></p> <p><u>2.3.2.5 AT&T 9-STATE shall not have dedicated transport obligations for, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary, or that are outside of the AT&T 9-STATE franchise service area, or that exceed a distance of 14 miles (or the State's defined local calling area, whichever is greater) from the AT&T 9-STATE Central Office Switch where the Facility connection is established.</u></p> <p><u>2.3.2.6 When Sprint PCS uses two-way DS-1 Facilities provided by AT&T 9-STATE to deliver traffic from its network and such DS-1 Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If Sprint PCS obtains such Facilities from a Third Party, nothing herein shall obligate AT&T 9-STATE to reimburse Sprint PCS for those Facilities.</u></p>	<p>Order”), the FCC stated that “Complainants [paging carriers] are required to pay for ‘transiting traffic,’ that is, traffic that originates from a carrier other than the interconnecting LEC.” This has been followed by the FCC in several other cases. See, e.g., <i>Map Mobile Communications, Inc. v. Illinois Bell Telephone Co., et al.</i>, File No. EB-05-MD-013, page 12, ¶33 & n.95 (May 13, 2009) and cases cited therein. Although these cases dealt with paging carriers, the reasoning and results apply equally to all CMRS carriers. Since it is clearly established that CMRS carriers</p>	<p>under the calling party network pays regime, an originating carrier is responsible for all of the cost associated with the delivery of its traffic to the terminating network. <i>Mountain Communications, Inc. v. FCC</i>, 355 F.3d 644 (D.C. 2004).</p> <p>The AT&T cited case involves a wireless 1-way paging carrier. The decision fails to acknowledge and address either 1) the <i>Mountain D.C. Circuit</i> decision that an “originating carrier should bear <i>all</i></p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>2.3.2.7 AT&T 9-STATE agrees to share proportionally in the recurring costs of any shared facilities purchased by Sprint PCS from the applicable tariffs. AT&T 9-STATE 9-STATE's proportionate use of the Facilities is equal to the amount of all Section 251(b)(5) Calls traffic originated on AT&T 9-STATE 9-STATE's network in the State, compared to the amount of all traffic exchanged between the Parties in the State.</u></p> <p><u>2.3.2.8 AT&T 9-STATE will provide to Sprint PCS, on a quarterly basis, a percentage, representing AT&T 9-STATE's proportionate share of the Facilities.</u></p> <p><u>2.3.2.9 AT&T 9-STATE will bill Sprint PCS for the entire cost of the Facility. Sprint PCS will then apply AT&T 9-STATE's Facility percentage to the cost of the Facility to determine the amount Sprint PCS shall bill AT&T 9-STATE.</u></p> <p>Sprint Language</p> <p><i>2.5.3 Interconnection Facility Costs. The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the Parties as follows:</i></p> <p><i>(a) Sprint wireless MSC Location. When a Sprint MSC and the POI to which is Interconnected are in the same MTA, the Sprint MSC location means the actual physical location of such MSC in that MTA. When a Sprint MSC is physically located in a different MTA than the POI to which it is Interconnected, the Sprint MSC location means such MSC's point of presence location designated in the LERG that is within the same MTA</i></p>	are responsible for paying ILECs, such as AT&T for transit, they also should bear responsibility for paying a proportionate share of the facility cost for the facility that is used to transport transit traffic.	transport costs” associated with the delivery of its traffic, or 2) the application of the express language contained in 51.709(b). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>as the POI.</i></p> <p><i>(b) Sprint non-wireless Switch Location, When a Sprint non-wireless switch and the POI to which it is Interconnected are in the same LATA, the Sprint switch location means the actual physical location of such non-wireless switch in that LATA. When a Sprint non-wireless switch is physically located in a different LATA than the POI to which it is Interconnected, the Sprint non-wireless switch location means such CLEC switch's point of presence location designated in the LERG that is within the same LATA as the POI.</i></p> <p><i>(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&T 9-STATE Central Office Switches shall be shared based upon the Parties' respective proportionate use of such Facilities to deliver all Authorized Services traffic originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will, based upon mutually acceptable traffic studies, be periodically determined and identified as a state-wide "Proportionate Use Factor".</i></p> <p><i>(1) As of the Effective Date the Parties' Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&T 9-STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use Factor to be prospectively applied,</i></p> <p><i>(2) Unless another process is mutually agreed to by the</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Parties, on each invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its charges by the Billing Party's proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.</i></p> <p><i>(d) One-way Interconnection Facilities. When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.</i></p> <p><i>(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized Services traffic between a Point of Interconnection at an AT&T 9-State Switch and the POI at which AT&T hands off Sprint originated traffic to a Third Party who is indirectly Interconnected with Sprint via AT&T, are recouped by AT&T as a component of AT&T's Transit Service per minute of use charge. AT&T shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T to Sprint.</i></p> <p><i>(f) DEOT Interconnection Facilities. Subject to Sprint's sole discretion, Sprint may (1) order DEOT Interconnection Facilities as it deems necessary, and (2) to the extent mutually agreed by the Parties on a case by case basis, order DEOT Interconnection Facilities to accommodate reasonable requests by AT&T. A DEOT Interconnection Facility creates a</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>Dedicated Transport communication path between a Sprint Switch Location and an AT&T End Office switch. If a DEOT is requested by Sprint, the POI for the DEOT Interconnection Facility is at the AT&T 9-STATE End Office, with the costs of the entire Facility shared in the same manner as any other Interconnection Facility. If a DEOT is being established to accommodate a request by AT&T, absent the affirmative consent of Sprint to a different treatment, the Parties will only share the portion of the costs of such Facilities as if the POI were established at the AT&T Access Tandem that serves the AT&T End Office to which the DEOT is installed, and AT&T will be responsible for all further costs associated with the Facilities between the Access Tandem POI and the AT&T End Office.</i>		
Att. 3 AT&T Issue 6	Att. 3 Sections 2.3.2.3 , 2.3.2.4, 6.4.1 and 6.4.2 in AT&T proposed language, Section 2.5.4 in Sprint proposed language	AT&T Issue description: (1) Should the interconnection agreement explicitly state the types of traffic which is authorized by the interconnection agreement? (2) Should AT&T be able to require Sprint to route InterMTA traffic over Switched Access Trunks?	<p><u>2.3.2.3 Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to deliver land-to-mobile traffic that it receives from AT&T 9-STATE to a facilities-based Competitive Local Exchange Carrier (“CLEC”), or an Incumbent Local Exchange Carrier (“ILEC”), or an Out-of-Exchange Local Exchange Carrier (“OELEC”) or another CMRS provider other than Sprint PCS, i.e., the final destination of land-to-mobile traffic delivered from AT&T 9-STATE is Sprint PCS’s End-Users, and Sprint PCS may not forward any such traffic to any Third-Party.</u></p> <p><u>2.3.2.4 Nothing in this Agreement shall be construed as authorizing Sprint PCS to use the Facilities to aggregate traffic from a facilities-based CLEC, or an ILEC, or another CMRS provider, or an OELEC, and use the Facilities to deliver such traffic to AT&T 9-STATE, i.e., mobile-to-land traffic delivered from Sprint PCS to AT&T 9-STATE must be from Sprint PCS’s End-Users and may not be from any other Third</u></p>	<p>(1) Yes. To prevent future disputes between the Parties, the interconnection agreement should explicitly state those known potential situations not covered by the agreement.</p> <p>(2) Yes. AT&T should be able to require Sprint to route jurisdictionally different traffic over separate trunk</p>	Combining Authorized Services traffic over the same trunks is efficient, economical, and there is no basis for AT&T to restrict the nature of Authorized Services traffic that Sprint may exchange over Interconnection Facilities.

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		Sprint Issue description: What, if any, restrictions may be imposed on the type of Authorized Services traffic that can be exchanged over the Facilities?	<p><u>Party. For the avoidance of doubt, traffic from another Telecommunication Carrier's end-users does not constitute Authorized Services traffic.</u></p> <p><u>6.4.1 Terminating InterMTA Traffic:</u> <u>6.4.1.1 All Sprint PCS terminating InterMTA traffic is subject to the rates, terms and conditions set forth in AT&T 9-STATE's Federal and/or State Access Service tariffs and is owed and payable to AT&T 9-STATE. All Sprint PCS terminating InterMTA traffic must be routed over Switched Access Services trunks and facilities purchased by Sprint PCS from AT&T 9-STATE's Federal and/or State Access Service tariffs.</u></p> <p><u>6.4.1.2 Sprint PCS terminating InterMTA traffic shall not be routed over Local Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating Inter-MTA Traffic that is improperly routed over Local Interconnection or Equal Access trunks, based on data from AT&T 9-STATE traffic studies, AT&T 9-STATE is authorized to charge, and Sprint PCS will pay to AT&T 9-STATE for such traffic, the Terminating InterMTA traffic rate stated in the Pricing Schedule attached hereto.</u></p> <p><u>Sprint Language.</u></p> <p><u>2.5.4 Use of Interconnection Facilities.</u> <u>(a) No Prohibitions. Nothing in this Agreement shall be construed to prohibit Sprint from using Interconnection Facilities to deliver any Authorized Services traffic to or from</u></p>	<p>groups, particularly since the Parties have had ongoing disputes over charges and payment of InterMTA traffic for multiple years.</p> <p>Sprint's language has broadened the definition of Authorized Services traffic and would improperly permit comingling jurisdictionally separate and different types of traffic over trunks which should solely be used for CMRS traffic.</p>	<p>Notwithstanding AT&T's stated position that "[s]ince the agreement is for local wireless traffic, InterMTA traffic should not be routed over local trunk groups", AT&T regularly sends wireline-originated interMTA traffic over Interconnection Facilities, as it is literally impossible for AT&T to avoid doing so. Thus, AT&T cannot even comply with its own stated position.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or</p>

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u><i>any Third-Party.</i></u></p> <p><i>(b) Multi-Use/Multi-Jurisdiction Trunking. Generally, there will be trunk groups between a Sprint MSC and a POI, and between a Sprint CLEC switch and a POI. Nothing in this Agreement shall be construed to prohibit a Sprint wireless entity or Sprint CLEC from sending and receiving all of such entity's respective Authorized Services traffic over its own respective trunks on a combined trunk group. Further, provided the Sprint wireless entity or Sprint CLEC can demonstrate an ability to identify each other's respective Authorized Services traffic as originated by each other's respective switches, upon ninety (90) days notice, either the Sprint wireless entity or Sprint CLEC may also commence delivering each other's originating Authorized Services traffic to AT&T 9-STATE over such Sprint entity's combined trunk group.</i></p> <p><i>(c) Jointly Provided Switched Access. When AT&T 9-STATE and Sprint jointly provide switched access services to an IXC regarding the delivery of Telephone Toll Service or Toll Free Service (e.g., originating 8YY services), each Party will provide its own access services to the IXC. The Party identified in the LERG as the Access Tandem provider for such calls will make available to the other Party appropriate billing records at no charge, and each Party will bill its own access services to the IXC.</i></p> <p><i>(d) Sprint as a Transit Provider. As of the Effective Date of this Agreement Sprint is not a provider of Transit Service to either AT&T 9-STATE or a Third Party. However, Sprint reserves the right to become a Transit Service provider in the future, and</i></p>		two separate ICAs are used.

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>will provide AT&T 9-STATE a minimum of ninety (90) days notice before Sprint begins using Interconnection Facilities to provide a Transit Service for the delivery of Authorized Services traffic between a Third Party and AT&T 9-STATE.</i>		
Att. 3 AT&T Issue 7	Att. 3 Section 2.2 in AT&T's proposed language, Section 2.6 in Sprint's language.	AT&T Issue description: Should Virtual Collocation be included in the interconnection agreement separately as a means of interconnection?	<p><u>2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties. Requests to AT&T 9-STATE for interconnection at other points or through other methods may be made through the Bona Fide Request/New Business Request process set out in the General Terms and Conditions of this Agreement.</u></p> <p>Sprint Language</p> <p><i>2.6. Virtual or Physical Collocation Interconnection. Sprint may Interconnect using Virtual or Physical Collocation pursuant to the provisions set forth in Attachment 4 of this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement, negotiated on an individual case basis.</i></p>	No. As AT&T's language states, the Parties may mutually agree to other methods, including virtual collocation.	<p>Sprint is entitled to Collocation that may be negotiated on an individual case basis.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>
Att. 3 AT&T Issue 8	Att. 3 Section 2.7	AT&T Issue description: Should the interconnection agreement contain	<p><u>AT&T proposes deleting the Fiber Meet Section for the Wireless Interconnection Agreement</u></p> <p>Sprint Language</p>	No. The wireless interconnection agreement does not need to contain	Sprint's Fiber Meet language incorporates the appropriate use

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		Fiber Meet language and if so have the terms in the section been properly defined?	<p><i>2.7 Fiber Meet Interconnection.</i></p> <p><i>2.7.1 Fiber Meet Interconnection between AT&T 9-STATE and Sprint can occur at any Technically Feasible point between Sprint premises and an AT&T 9-STATE Central Office, within an MTA, or LATA, as applicable, or at any other mutually agreeable point.</i></p> <p><i>2.7.2 If Sprint elects to Interconnect with AT&T 9-STATE pursuant to a Fiber Meet, the Parties shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall Interconnect for the transmission and routing of Authorizes Services traffic via designated Facilities at Technically Feasible transmission speeds as mutually agreed to by the Parties. The Parties shall work jointly to determine the specific transmission system to permit the successful Interconnection and completion of traffic routed over the Facilities that Interconnect at the Fiber Meet. The technical specifications will be designed so that each Party may, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).</i></p> <p><i>2.7.3 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties, but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this</i></p>	Fiber Meet Interconnection terms and conditions, because the parties have not utilized such arrangements and AT&T does not conceive its use as being necessary.	of defined terms. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>section.</i></p> <p><i>(a) Design One: Sprint’s fiber cable (four fibers) and AT&T 9-STATE’s fiber cable (four fibers) are connected at a Technically Feasible point between Sprint and AT&T 9-STATE locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties’ fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point Meet Point.</i></p> <p><i>(b) Design Two: Both Sprint and AT&T 9-STATE each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Sprint and AT&T 9-STATE. AT&T 9-STATE will provide the fibers associated with the “working” side of the system. Sprint will provide the fibers associated with the “protection” side of the system. Sprint and AT&T 9-STATE will work cooperatively to terminate each other’s fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Sprint and AT&T 9-STATE will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.</i></p> <p><i>2.7.4 AT&T 9-STATE shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment within the Interconnecting AT&T 9-STATE Central Office.</i></p> <p><i>2.7.5 Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Interconnecting Sprint Central Office.</i></p> <p><i>2.7.6 Sprint and AT&T 9-STATE may mutually agree upon a Technically Feasible Point of Interconnection outside the Interconnecting AT&T 9-STATE Central Office as a Fiber Meet point. AT&T 9-STATE shall make all necessary preparations to receive, and to allow and enable Sprint to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. AT&T 9-STATE shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to Sprint, Point of Interconnection to AT&T 9-STATE).</i></p> <p><i>2.7.7 Sprint shall deliver and maintain Sprint's fiber optic Facility wholly at its own expense. Upon verbal request by Sprint, AT&T 9-STATE shall allow Sprint access to the Fiber Meet entry point for maintenance purposes as promptly as possible.</i></p> <p><i>2.7.8 Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both Sprint and AT&T 9-STATE agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.</i></p> <p><i>2.7.9 Sprint and AT&T 9-STATE will mutually agree on the</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. Sprint and AT&T 9-STATE will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint and AT&T 9-STATE.</i></p> <p><i>2.7.10 Sprint and AT&T 9-STATE shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.</i></p> <p><i>2.7.11 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.</i></p> <p><i>2.7.12 Neither Sprint or AT&T 9-STATE shall charge the other for its portion of the Fiber Meet facility used exclusively for the exchange of Authorized Services traffic. Charges incurred for other services from the Fiber Meet to the point where the Facilities terminate, if applicable, will apply.</i></p>		
Att. 3 AT&T Issue 9	Att. 3 Sections 2.3.1, 2.3.2 and 2.3.6 in AT&T's proposed language. Section 2.9 in Sprint's	AT&T Issue description: What is the appropriate method of providing and charging for interconnection facilities? Sprint Issue	<p><u>2.3.1 There are two appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; and,(2) physical collocation. For FCC licensed CMRS providers only, Type 1, Type 2A and Type 2B interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35 as amended, may be purchased</u></p>	<p>AT&T's proposed method of sharing the cost of shared interconnection facilities is reasonable and appropriate.</p> <p>AT&T is not required to</p>	<p>47 U.S.C. Section 252(d)(1) establishes the federal Pricing Standards applicable to, and under which, the</p>

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
	proposed language.	description: What is the appropriate price for Facilities / Trunking, TELRIC or Market? Is it permissible to price interconnection facilities for CMRS carriers at market based rates?	<p><u>pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for physical collocation may be provided in a separate collocation agreement.</u></p> <p>2.3.2 AT&T 9-STATE and Sprint PCS will accept and provide any of the preceding methods of interconnection. Sprint PCS shall trunk to all AT&T 9-STATE Tandems in each LATA from each MSC where Sprint PCS offers Authorized Services, or in the event Sprint PCS has no MSC in the LATA, from Sprint PCS's designated POI(s) within the LATA.</p> <p><u>The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks, or when AT&T 9-STATE's End Office Switch is not served by an AT&T 9-STATE Tandem Office Switch. If the Direct End Office Trunk (DEOT) is designed to overflow, the traffic will be alternately routed to the appropriate AT&T 9-STATE Tandem. DEOT's established as direct finals will not overflow from either direction to any alternate route.</u></p> <p><u>Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Sprint PCS implements SS7 capability within its own network. AT&T 9-STATE will provide out-of-band signaling using</u></p>	<p>provide entrance facilities at TELRIC which was recently affirmed by the Sixth Circuit's February 23, 2010 decision in <i>Michigan Bell Tel. Co. v. Covad Commcn's</i> (Nos. 07-2469/2473).</p> <p>Sprint's proposed language is trying to supersede existing arrangements and law and should be rejected.</p>	<p>Commission is required to establish the just and reasonable rate for Interconnection Facilities provided by an ILEC such as AT&T pursuant to its 251(c)(2) interconnection obligations. Pursuant to the FCC's pricing methodology contained in 47 C.F.R. § 51.501 et. seq., the price for Interconnection Facilities is established based upon forward-looking economic costs as defined in 47 C.F.R. § 51.505, which is commonly referred to as TELRIC pricing.</p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Common Channel Signaling Access Capability where technically and economically feasible, AT&T 9-STATE and Sprint PCS facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. The cost of the interconnection facilities between AT&T 9-STATE and Sprint PCS switches within AT&T 9-STATE's service area shall be shared on a proportionate basis. Upon mutual agreement by the parties to implement one-way trunking on a state-wide basis, each Party will be responsible for the cost of the one-way interconnection facilities associated with its originating traffic.</u></p> <p><u>2.3.2.1 Terms And Compensation For Use Of Facilities: Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to applicable tariffs, General Exchange Price List or separate contract. Optional Payment Plans ("OPP"), High Cap Term Payment Plans ("HCTPP"), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement.</u></p> <p><u>2.3.6 The ordering and provision of all services purchased from AT&T 9-STATE by Sprint PCS shall be as set forth in</u></p>		<p>In the absence of lower, current TELRIC pricing (i.e., updated since the AT&T/BellSouth merger) AT&T should be required to offer Interconnection Facilities at interim rates that are no higher than AT&T's tariffed Facility Rates/Charges reduced by thirty-five percent (35%) until such time that current TELRIC studies are performed to establish current Interconnection Facility TELRIC pricing.</p> <p>Further, if AT&T provides interconnection arrangements to any carrier that</p>

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>the appropriate AT&T 9-STATE tariffs/price lists as those tariffs/price lists are amended by AT&T 9-STATE from time to time during the term of this Agreement.</u></p> <p>Sprint Language</p> <p><i>2.9 Interconnection Facilities/Arrangements Rates and Charges.</i></p> <p><i>2.9.1 AT&T 9-STATE Rates and Charges. Beginning with the Effective Date, all recurring and non-recurring rates and charges (“Rates/Charges”) charged by AT&T 9-STATE for pre-existing or new Interconnection Facilities or Interconnection arrangements (“Interconnection-Related Services”) that AT&T provides to Sprint shall be at <u>the lowest of the following Rates/Charges:</u></i></p> <p><i>a) The Rates/Charges in effect between the Parties’ for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;</i></p> <p><i>b) The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;</i></p> <p><i>c) The Rates/Charges at which AT&T 9-STATE charges any other Telecommunications carrier for similar Interconnection-Related Services;</i></p>		<p>is lower than either a) existing AT&T Interconnection Facility TELRIC pricing, or b) AT&T’s tariffed Facility Rates/Charges reduced by 35% or more, principles of non-discrimination require AT&T to disclose such arrangements for Sprint to determine whether or not it is entitled to such pricing.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>d) AT&T 9-STATES' tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et. seq. when such Facilities are used by Sprint as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at Sprint's option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or,</i></p> <p><i>e) The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</i></p> <p><i>2.9.2. Reduced AT&T 9-STATE Rates/Charges True-Up. If the lowest AT&T 9-STATE Rates/Charges are established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or were provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that Sprint was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate/Charges to Sprint. AT&T 9-STATE shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced Interconnection Rates/Charges.</i></p> <p><i>2.9.3 Sprint Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that Sprint provides AT&T 9-STATE will be on a pass-through basis of the costs incurred by Sprint to obtain and provide such Facilities.</i></p> <p><i>2.9.4 Billing. Except to the extent otherwise provided in Section 2.5.3 and this Section, or as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other Services subject to the terms and conditions of this Agreement. Subject to all of the provisions of this Section 2 Network Interconnection, general billing requirements are in the General Terms and Conditions and Attachment 7.</i></p>		
Att. 3 AT&T Issue 10	Attachment 3; AT&T's Section 2.9.12.2 Sprint's Section 3.3.1	<p>AT&T Issue Description: Should the agreement expressly state the parties' obligations regarding high volume mass calling trunk groups?</p> <p>Sprint Issue description: What Network Management</p>	<p><u>2.9.12.2 Mass Calling, i.e., High Volume Call In network architecture, Trunk Group AT&T 9-STATE ("Mass Calling"):</u></p> <p><u>2.9.12.2.1 A dedicated Trunk Group shall be required to the designated Public Response Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize Multi-Frequency ("MF") signaling. As the Mass Calling Trunk Group is designed to block all excessive attempts toward Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described in Section 3.5.8 below for other final Local Interconnection Trunk Groups. Sprint PCS will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group. The Parties will not</u></p>	Yes. AT&T's proposed language appropriately expresses how operational issues for Mass Calling and the Mass Trunk Groups will be dealt with by the parties, i.e., trunk sizes, notification intervals for establishment of new trunks, etc.	Sprint's Network Management provisions are substantially premised upon the Parties original Section 4 Wireless Network Design and Management Provisions. There is no reason why the

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position																				
		<p>provisions should be included?</p> <p>What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?</p>	<p><u>exchange live traffic until successful testing is completed by both Parties.</u></p> <p>Mass Calling Trunk Groups (Table 1) shall be sized as follows:</p> <table><tr><th colspan="2">Table 1</th></tr><tr><th>Number of End Users</th><th>Number of Mass Calling Trunks</th></tr><tr><td>0 – 10,000</td><td>2</td></tr><tr><td>10,001 – 20,000</td><td>3</td></tr><tr><td>20,001 – 30,000</td><td>4</td></tr><tr><td>30,001 – 40,000</td><td>5</td></tr><tr><td>40,001 – 50,000</td><td>6</td></tr><tr><td>50,001 – 60,000</td><td>7</td></tr><tr><td>60,001 – 75,000</td><td>8</td></tr><tr><td>75,000 +</td><td>9 maximum</td></tr></table> <p><u>If Sprint PCS should acquire a Mass Calling End User, e.g., a radio station, Sprint PCS shall notify AT&T 9-STATE at least sixty (60) Days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T 9-STATE</u></p>	Table 1		Number of End Users	Number of Mass Calling Trunks	0 – 10,000	2	10,001 – 20,000	3	20,001 – 30,000	4	30,001 – 40,000	5	40,001 – 50,000	6	50,001 – 60,000	7	60,001 – 75,000	8	75,000 +	9 maximum	<p>Sprint's language is anadequate.</p>	<p>same, even with slight modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity.</p> <p>Further, it is not appropriate for AT&T to impose unnecessary costs and requirements upon a requesting carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities.</p> <p>This/these provision(s) should be substantively the same whether a</p>
Table 1																									
Number of End Users	Number of Mass Calling Trunks																								
0 – 10,000	2																								
10,001 – 20,000	3																								
20,001 – 30,000	4																								
30,001 – 40,000	5																								
40,001 – 50,000	6																								
50,001 – 60,000	7																								
60,001 – 75,000	8																								
75,000 +	9 maximum																								

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Mass Calling serving office to the Sprint PCS End User's serving office. Sprint PCS will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group.</u></p> <p>2.9.12.4 If Sprint PCS finds it necessary to issue a new Mass Calling telephone number to a new or existing Mass Calling End User, then Sprint PCS may request a meeting to coordinate with AT&T 9-STATE the assignment of Mass Calling telephone number from the existing Mass Calling NXX. In the event that Sprint PCS establishes a new Mass Calling NXX, Sprint PCS must notify AT&T 9-STATE a minimum of ninety (90) days prior to deployment of the new Mass Calling NXX. AT&T 9-STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs and/or WSRs to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T 9-STATE Public Response Mass Calling Network Access Tandem to Sprint PCS's Mass Calling serving office.</p> <p>Sprint Language</p> <p><i>3.3.1 High Volume Call In / Mass Calling Trunk Group. Separate high-volume callin (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.</i></p>		single ICA or two separate ICAs are used.
Att. 3	Attachment	AT&T Issue	<u>2.9.12.3.7 Trunk requirements for forecasting and servicing</u>	AT&T's proposed	Sprint's Network

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position														
AT&T Issue 11	3, AT&T's Section 2.9.12.3.7 Sprint's Section 3.2	<p>description: What are the terms and conditions applicable to trunking?</p> <p>Sprint Issue Description: What are the appropriate trunk blocking objectives?</p>	<p><u>shall be based on the blocking objectives shown in Table 2 below. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) Day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups.</u></p> <table border="1"><caption>Table 2</caption><tr><th>Trunk Group Type</th><th>Design Blocking Objective</th></tr><tr><td>Type 2A</td><td>1%</td></tr><tr><td>Type 2A Equal Access (IXC)</td><td>1%</td></tr><tr><td>Type 2B (Final)</td><td>1%</td></tr><tr><td>Type 2C (911)</td><td>1%</td></tr><tr><td>Type 2D (Operator Services (DA/DACC))</td><td>1%</td></tr><tr><td>Type 1 (Operator Services (0+, 0-))</td><td>1%</td></tr></table> <p><u>When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period, the Parties shall cooperate to increase the Trunks to the above blocking criteria in a timely manner. The Parties agree that twenty (20) business days is the study period duration objective.</u></p> <p>Sprint Language</p> <p><i>3.2 Blocking. The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.</i></p>	Trunk Group Type	Design Blocking Objective	Type 2A	1%	Type 2A Equal Access (IXC)	1%	Type 2B (Final)	1%	Type 2C (911)	1%	Type 2D (Operator Services (DA/DACC))	1%	Type 1 (Operator Services (0+, 0-))	1%	language provides appropriate contract terms on how to efficiently manage the trunking network established between the two Parties using industry standard processes that maintain a high level of reliability.	<p>Management provisions are substantially premised upon the Parties original Section 4 Wireless Network Design and Management Provisions. There is no reason why the same, even with slight modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity.</p> <p>Further, it is not appropriate for AT&T to impose unnecessary costs and requirements upon a requesting</p>
Trunk Group Type	Design Blocking Objective																		
Type 2A	1%																		
Type 2A Equal Access (IXC)	1%																		
Type 2B (Final)	1%																		
Type 2C (911)	1%																		
Type 2D (Operator Services (DA/DACC))	1%																		
Type 1 (Operator Services (0+, 0-))	1%																		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>3.2.1 Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).</i>		carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 3 AT&T Issue 12	Att. 3, Section 4	AT&T Issue Description: What Network Management provisions should be included? Sprint Issue Description: What Network Management provisions should be included? What is the appropriate	<u>4. Wireless Network Design and Management</u> 4.1 Trunk Forecasting: <u>Sprint PCS agrees to provide Trunk forecasts to AT&T 9-STATE to assist in the planning and provisioning of Interconnection Trunk Groups and Facilities.</u> <u>Sprint PCS will provide a Trunk forecast to AT&T 9-STATE prior to initial implementation, and Sprint PCS will provide subsequent forecasts to AT&T 9-STATE upon request by AT&T 9-STATE, as often as twice per year. The forecasts shall include yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem Local Interconnection and InterLATA Trunks, End Office Local Interconnection Trunks, and Tandem subtending Local Interconnection end office equivalent Trunk requirements) for</u>	The Wireless Network Design and Management section as proposed by AT&T reflects how the Parties should be working cooperatively to identify and prevent network problems.	Sprint's Network Management provisions are substantially premised upon the Parties original Section 4 Wireless Network Design and Management Provisions. There is no reason why the same, even with slight

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>language to describe the parties' obligations regarding high volume mass calling trunk groups?</p> <p>What are the appropriate trunk blocking objectives?</p>	<p><u>a minimum of three years, i.e., the current year and the following two years.</u></p> <p><u>Sprint PCS will provide revised Trunk forecasts to AT&T 9-STATE whenever there is a difference of 25% or more in trunking demand than reflected in previously submitted forecasts.</u></p> <p><u>Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and subtending End Offices. Identification of each Trunk will be by the “from” and “to” Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR 795-400-100.</u></p> <p><u>The Parties agree to review with each other the submitted forecasts.</u></p> <p>4.2 Trunk Provisioning: <u>In conjunction with Trunk forecasting as described in Section 3.4 above, Sprint PCS will be responsible for ordering all Interconnection Trunk Groups, with concurrence from AT&T 9-STATE.</u></p> <p><u>Sprint PCS shall submit orders to AT&T 9-STATE to establish, add, change, or disconnect Trunks, using AT&T 9-STATE's applicable ordering system. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.</u></p> <p><u>Sprint PCS's orders that comprise a major project that directly affects AT&T 9-STATE will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or order-related activities between and among AT&T 9-STATE and</u></p>		<p>modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity.</p> <p>Further, it is not appropriate for AT&T to impose unnecessary costs and requirements upon a requesting carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate</p>

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Sprint PCS's work groups, including, but not limited to, the initial establishment of Trunk Groups in an area, designated NPA-NXX relocations, re-homes, Facility grooming or major network rearrangements.</u></p> <p><u>Due dates for the installation of Trunk Groups covered by this Attachment shall be based on each of AT&T 9-STATE's intra-state Switched Access Services intervals.</u></p> <p><u>4.3 Trunk Servicing:</u></p> <p><u>The Parties will jointly manage the capacity of Interconnection Trunk Groups. A Trunk Group Service Request ("TGSR") will be sent by AT&T 9-STATE to notify Sprint PCS to establish or make modifications to existing Trunk Groups. Sprint PCS will issue an ASR or WSR, as applicable, to AT&T 9-STATE's Wireless Access Service Center, to begin the provisioning process as required below:</u></p> <p><u>Within ten (10) business days after receipt of the TGSR or other notification; or</u></p> <p><u>At any time as a result of Sprint PCS's own capacity management assessment.</u></p> <p><u>Upon review of the TGSR, if a Party does not agree with the resizing, of the Interconnection Truck Groups the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) business days of Sprint PCS's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.</u></p>		ICAs are used.

AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>If the Parties cannot agree on the resizing of the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T 9-STATE does not receive an ASR or WSR, as applicable, from Sprint PCS, or if Sprint PCS does not respond to the TGSR by scheduling a discussion with the other Party within the twenty (20) business day period, AT&T 9-STATE will attempt to contact Sprint PCS to schedule a joint planning discussion. If Sprint PCS will not agree to meet within an additional five (5) business days and present adequate reason for keeping Trunks operational, AT&T 9-STATE will issue an ASR or WSR, as applicable, to resize the Interconnection Trunks and Facilities.</u></p> <p><u>Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of Sprint PCS.</u></p> <p><u>4.4 Utilization:</u></p> <p><u>Under utilization of Interconnection Trunk Groups exists when provisioned capacity is greater than the current need. Under utilization will be addressed in the following manner:</u></p> <p><u>If an Interconnection Trunk Group is under eighty percent (80%) for AT&T 9-STATE, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Interconnection Trunk Group, which shall be left with not less than fifteen percent (15%) for AT&T 9-STATE. In all cases, grade of service objectives shall be maintained.</u></p> <p><u>Either Party may send a TGSR to the other Party to trigger</u></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>changes to the Interconnection Trunk Groups, based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR or WSR, as applicable, to the other Party, within twenty (20) business days after receipt of the TGSR.</u></p> <p><u>Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days of the receiving Party's receipt of the TGSR, to resolve and mutually agree to the disposition of the TGSR. If the Parties cannot agree on the resizing at the joint planning discussion, the Parties may invoke the dispute resolution provisions of this Agreement.</u></p> <p><u>If the Parties cannot agree on the changes to the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T 9-STATE sent the TGSR to Sprint PCS, and Sprint PCS does not schedule a discussion with AT&T 9-STATE within the twenty (20) business day period, then AT&T 9-STATE will attempt to contact Sprint PCS to schedule a joint planning session. If Sprint PCS will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T 9-STATE reserves the right to issue ASRs or WSRs, as applicable, to resize the Interconnection Trunk Groups.</u></p> <p>Sprint Language</p> <p><i>4. Network Management</i></p> <p><i>4.1 The Parties will work cooperatively to install and maintain</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>reliable Interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. AT&T 9-STATE will provide notice of changes in the information necessary for the transmission and routing of services using its Facilities or networks, as well as of any other changes that would affect the interoperability of those Facilities and networks.</i></p> <p><i>4.2 Blocking. The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.</i></p> <p><i>4.2.1 Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).</i></p> <p><i>4.3 Network Congestion. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.</i></p>		

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>4.3.1 High Volume Call In / Mass Calling Trunk Group. Separate high-volume callin (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.</i></p> <p><i>4.4 Neither Party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network Interconnection arrangement to conform to the terms and conditions contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, but only to the extent such tariffs and fees are not inconsistent with the terms and conditions of this Agreement.</i></p> <p><i>4.5 Signaling. The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and BellSouth and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.</i></p> <p><i>4.6 Forecasting. Sprint agrees to provide forecasts for</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Interconnection Facilities on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T 9-STATE forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by Sprint. As part of the review process, AT&T 9-STATE will share any network plans or changes with Sprint that would impact the submitted forecast.</i></p> <p><i>4.7 The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where AT&T 9-STATE provides recording capabilities. This exchange of information is required to enable each Party to bill properly.</i></p>		
Att. 3 AT&T Issue 13	Att. 3 Original Section 6.7.4 deleted by AT&T	<p>AT&T Issue description: What is the appropriate contractual treatment of Transit Traffic rates, terms and conditions?</p> <p>Sprint Issue description: Is Transit Service a form of Interconnection transmission and</p>	<p><u>AT&T deleted the sections referring to Transit Traffic (Section 6.7.4 of the original Agreement) and instead proposed executing a Commercial Transit Agreement.</u></p> <p><i>Sprint Language</i></p> <p><i>-- Transit Service.</i></p> <p><i>--.1 AT&T 9-STATE shall provide the necessary transmission and routing to exchange Authorized Services traffic between Sprint and any other Third Party that, according to the LERG, is also interconnected to AT&T 9-STATE in the same LATA in</i></p>	Neither Section 251(b) nor Section 251(c) of the Act, nor any FCC regulation implementing the Act, imposes a transit obligation. Accordingly, the rates, terms and conditions pursuant to which AT&T South Carolina will provide transit service to Sprint	Yes. Transit Service is the means by which Indirect Interconnection is implemented, and clearly constitutes a service that meets the requirements of what a LEC is required to provide a requesting

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		routing that AT&T 9-STATE is required to provide all Sprint entities pursuant to 47 U.S.C. § 251(c)(2)(A), (B), (C) and (D); and, as to the Sprint wireless entities, also pursuant to 47 C.F.R. § 20.11?	<p><i>which Sprint is Interconnected to AT&T 9-STATE.</i></p> <p><i>--.2 Upon Sprint providing AT&T 9-STATE notice that Sprint will begin using Interconnection Facilities to provide a Transit Service at stated rate(s), such rate(s) shall be added to this Agreement by amendment and AT&T 9-STATE will provide Sprint sixty (60) days notice if AT&T 9-STATE desires to use such service.</i></p> <p><i>--.3 The Party that provides a Transit Service under this Agreement ("Transit Provider") shall only charge the other Party ("Originating Party") the applicable Transit Rate for Transit Service Traffic that the Transit Provider delivers to the Third Party network upon which such traffic is terminated.</i></p>	are more appropriately included in a separate Commercial Agreement, and not in the parties' interconnection agreement. Furthermore, the transit rates are not subject to TELRIC pricing methodology. However, in the event that the Commission decides as threshold matter that Transit Service provisions are appropriately included in the Interconnection Agreement, over AT&T's objection, it should adopt AT&T's proposed language and rate in the Transit Exhibit submitted herewith. AT&T South Carolina's	<p>carrier pursuant to 47 U.S.C. § 251(c)(2) (A) through (D).</p> <p>The Kentucky Commission has required AT&T to provide transit at TELRIC pricing unless AT&T can justify additional costs. <i>Joint Petition for Arbitration of Newsouth Communications, Inc. et al. of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant To Section 252(B) of the Communications Act of 1934, as amended, Case No. 2004-00044, Order at p 18 - 19 (issued March 14,</i></p>

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				proposed language provides complete rates, terms and conditions under which Transit Service is to be provided to Sprint, including appropriate provisioning and billing terms. As AT&T South Carolina directly interconnects with all other South Carolina carriers, Sprint's proposed rates, terms and conditions are incomplete and in some instances, inappropriate.	2006). AT&T is only entitled to impose transit charges upon Sprint that are related to the delivery of Sprint-originated traffic. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 3 AT&T Issue 14	Att. 3 Section 6	AT&T Issue description: What are the appropriate terms and conditions for intercarrier compensation for the various types of traffic in this agreement?	<p><u>6. Interconnection Compensation</u></p> <p><u>6.1 Classification Of Traffic:</u></p> <p><u>6.1.1 Telecommunications traffic exchanged between AT&T 9-STATE and Sprint PCS pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, or InterMTA Traffic.</u></p>	The provisions in AT&T's proposed Interconnection Compensation section follow the FCC orders implementing the Act. Sprint is proposing to diverge from those principles, all to its	Sprint is willing to consider the use of only two (2) billable Authorized Services Traffic categories, consisting of: 1) a single, unified rate for

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>Additional Specific Issues relating to this Section follow.</p> <p>Sprint Issue description for its Sections 6.1.1 and 6.1.2: Are two Authorized Services traffic categories, with corresponding category rates, sufficient for the Parties to bill each other for traffic exchanged over Interconnection Facilities?</p> <p>Sprint Issue description for its Alternative Section 6, 6.1.1 – 6.1.2, if more than two billable categories are deemed necessary: If more</p>	<p><u>6.1.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction under this Agreement.</u></p> <p><u>6.1.3 The Parties agree that IP-enabled (including, without limitation, voice over Internet protocol (“VoIP”)) traffic between them in the mobile-to-land and the land-to-mobile direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of IP-enabled traffic shall be necessary.</u></p> <p>6.2 Compensation For Local Authorized Services Interconnection:</p> <p><u>6.2.1 Compensation rates for Interconnection are contained in the Pricing Schedule attached hereto.</u></p> <p><u>6.2.2 Compensation for Local Authorized Services Interconnection:</u></p> <p><u>6.2.2.1 Compensation for Section 251(b)(5) Calls, Transport and Termination. Subject to the limitations set forth below in Section 6.2.3 below, AT&T 9-STATE shall compensate Sprint PCS for the transport and termination of Section 251(b)(5) Calls originating on AT&T 9-STATE’s network and terminating on Sprint PCS’s network. Sprint PCS shall compensate AT&T 9-STATE for the transport and termination of Section 251(b)(5) Calls originating on Sprint PCS’s network and terminating on AT&T 9-STATE’s network.</u></p>	<p>advantage, AT&T objects to Sprint's proposals.</p> <p>The Parties should compensate each other in a consistent manner for Section 251(b)(5) Traffic that each Party originates and terminates directly to the other Party, using either Commission-approved reciprocal compensation rates or the FCC’s ISP compensation rate for Section 251(b)(5) Traffic, and the FCC’s ISP compensation rate of \$0.0007 per MOU for ISP-bound traffic. While Sprint’s proposal for one as-yet undetermined unified rate for all traffic is</p>	<p>all non-transit traffic; and 2) a TELRIC-based transit charge.</p> <p>If more than two (2) billable Authorized Services Traffic categories must be used, Sprint’s language identifies each of the appropriate categories for classifying traffic under this Agreement.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		than two categories of Authorized Services traffic and corresponding rates are required, how should Authorized Services traffic be categorized?	<p><u>The rates for this reciprocal compensation are set forth in the Pricing Schedule attached hereto.</u></p> <p><u>6.2.3 Traffic Not Subject to Reciprocal Compensation:</u></p> <p><u>6.2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls. Reciprocal compensation shall not apply to the following:</u></p> <p>6.2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);</p> <p>6.2.3.1.2 Toll-free calls, e.g., 800/888, 500 and 700 calls;</p> <p>6.2.3.1.3 Third Party Traffic;</p> <p>6.2.3.1.4 Non-facility based traffic;</p> <p>6.2.3.1.5 Paging Traffic;</p> <p>6.2.3.1.6 InterMTA Traffic</p> <p>6.2.3.1.7 1+ IntraMTA calls that are handed off to an IXC;</p> <p>6.2.3.1.8 IXC Traffic; and,</p> <p>6.2.3.1.9 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.</p> <p>6.3 Billing For Reciprocal Compensation:</p> <p><u>6.3.1 Each Party will record its terminating minutes of use for all calls from the other Party. Each Party will</u></p>	<p>unreasonable and unsupported, the FCC's ISP compensation rate of \$0.0007 per MOU for both Section 251(b)(5) and ISP Bound traffic is appropriate and in accordance with the FCC's <i>ISP Remand Order</i>.</p> <p>Sprint's proposal of one "unified rate for all non-transit traffic" upsets the current intercarrier compensation regime which applies different compensation for different categories of traffic, potentially allowing Sprint a competitive advantage relative to all other carriers in South Carolina. Sprint has made no showing as to the appropriateness of its proposed unified</p>	

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>perform the necessary call recording and rating for calls, and shall be responsible for billing and collection from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.</u></p> <p><u>6.3.2 The Parties recognize that Sprint PCS may not have the technical ability to measure actual usage and bill AT&T 9-STATE pursuant to this Agreement.</u></p> <p><u>6.3.3 To the extent Sprint PCS does not have the ability to measure and bill the actual amount of AT&T 9-STATE-to-Sprint PCS Section 251(b)(5) Calls traffic, Sprint PCS shall bill AT&T 9-STATE, using the surrogate billing factor, as described in Sections 4.3.4 below and 4.3.5 below.</u></p> <p><u>6.3.4 Where Sprint PCS cannot record AT&T 9-STATE-originated Section 251(b)(5) Calls traffic, the Parties agree to use a surrogate billing factor to determine the amount of land-to-mobile Section 251(b)(5) Calls traffic. The Parties agree that the surrogate billing factor shall be equal to the Shared Facility Factor, stated in the Pricing Schedule. When using the surrogate billing method, instead of recording actual usage, the amount of land-to-mobile Section 251(b)(5) Calls traffic Conversation MOUs shall be calculated as follows: (i) Sprint PCS-to-AT&T 9-STATE (mobile-to-land) Conversation MOUs for Section 251(b)(5) Calls (based on AT&T 9-STATE's monthly bill to Sprint PCS), divided by the difference of one (1) minus the Shared Facility Factor, multiplied by (ii) the Shared Facility Factor. When using the surrogate billing method, Sprint PCS shall bill AT&T 9-STATE the charges due under this Section 4.3 above based solely on the calculation contained in the preceding sentence.</u></p>	<p>rate, and the rate is unsupported in showing that it would appropriately allow the terminating carrier to recover costs incurred in terminating traffic originated from the other Party.</p>	

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p align="center"><u>EXAMPLE</u></p> <p><u>Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOU's = [mobile-to-land Section 251(b)(5) Conversation MOU's/(1 – Shared Facility Factor)] * Shared Facility Factor</u></p> <p><u>Mobile-to-Land Conversation MOU's = 15,000</u> <u>Shared Facility Factor = .20</u> <u>Land-to-Mobile Section 251(b)(5) Calls Conversation MOU's = [15,000/(1-.20)]*.20 =3,750 Conversation MOU's</u></p> <p><u>6.3.5 When Sprint PCS uses the surrogate billing factor billing method set forth above, Sprint PCS shall itemize on each of its bills the corresponding AT&T 9-STATE billing account numbers by state, for land-to-mobile Section 251(b)(5) Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including, as applicable, but not limited to, the surrogate billing factor as provided in this Section 4, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate and amounts.</u></p> <p><u>6.3.6 Except as provided in this Section, see the General Terms and Conditions for general billing requirements.</u></p> <p><u>6.4 Compensation For Intermta Traffic:</u></p> <p><u>6.4.1 Terminating InterMTA Traffic:</u></p> <p><u>6.4.1.1 All Sprint PCS terminating InterMTA traffic is subject to the rates, terms and conditions set forth in AT&T 9-STATE's Federal and/or State Access Service tariffs and is</u></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>owed and payable to AT&T 9-STATE. All Sprint PCS terminating InterMTA traffic must be routed over Switched Access Services trunks and facilities purchased by Sprint PCS from AT&T 9-STATE's Federal and/or State Access Service tariffs.</u></p> <p><u>6.4.1.2 Sprint PCS terminating InterMTA traffic shall not be routed over Local Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating Inter-MTA Traffic that is improperly routed over Local Interconnection or Equal Access trunks, based on data from AT&T 9-STATE traffic studies, AT&T 9-STATE is authorized to charge, and Sprint PCS will pay to AT&T 9-STATE for such traffic, the Terminating InterMTA traffic rate stated in the Pricing Schedule attached hereto.</u></p> <p><u>6.4.1.3 Sprint PCS agrees to provide Jurisdictional Information Parameter ("JIP") in the call record for all Sprint PCS-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, AT&T 9-STATE will use JIP as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing. If Sprint PCS fails to populate JIP in accordance with the industry standard, then AT&T 9-STATE will use either Originating Location Routing Number ("OLRN"), or originating NPA/NXX (calling party), or any another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office ("MTSO") to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing.</u></p> <p><u>6.4.1.4 AT&T 9-STATE will perform traffic studies</u></p>		

AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>quarterly to determine if Sprint PCS is sending terminating InterMTA traffic over Local Interconnection or Equal Access trunks. If Sprint PCS is sending such traffic, AT&T 9-STATE will update the percentage of terminating InterMTA Traffic billed to Sprint PCS in accordance with results of such studies. AT&T 9-STATE agrees to notify Sprint PCS of updates to the terminating InterMTA traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill terminating InterMTA traffic for the following quarter. Further, the Parties agree that amounts owed for terminating InterMTA will be paid by the due date. Disputes will be governed by the Dispute Resolution provisions of the General Terms & Conditions.</u></p> <p>6.4.2 Originating Landline-to-Sprint PCS InterMTA Traffic:</p> <p>6.4.2.1 For AT&T 9-STATE originated landline-to-Sprint PCS traffic that, at the beginning of the call: (a) originates on AT&T 9-STATE's network in one MTA; and, (b) is delivered to the mobile unit of Sprint PCS's End User located in another MTA, AT&T 9-STATE shall charge and Sprint PCS shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA traffic, as stated in the Pricing Schedule attached hereto. Sprint PCS shall not charge and AT&T 9-STATE shall not pay reciprocal compensation for originating landline-to-Sprint PCS InterMTA Traffic.</p> <p>6.4.2.2 Until such time as the Parties can measure originating landline-to-Sprint PCS Inter-MTA traffic, a surrogate usage percentage, as stated in the Pricing Schedule attached hereto, will be applied to the total minutes originated by AT&T 9-STATE's End Users that are delivered to</p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Sprint PCS's network over the Interconnection Trunks.</u></p> <p>6.5 Responsibilities Of Party:</p> <p><u>6.5.1 Each Party will be responsible for the accuracy and quality of its data submitted to the other Party.</u></p> <p><u>6.5.2 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").</u></p> <p><u>6.5.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</u></p> <p>6.6 Non-AT&T 9-STATE Tandem Providers:</p> <p><u>6.6.1 Third Party Terminating Carrier shall mean a CLEC, an ILEC, another CMRS provider, an OELEC, or a Carrier that utilizes local switching from AT&T 9-STATE, purchased on a wholesale basis, to provide service to its End Users, to which traffic is terminated when Sprint PCS uses a Non-AT&T 9-STATE Tandem Provide, as defined below.</u></p> <p><u>6.6.2 Non-AT&T 9-STATE Tandem Provider shall mean a Telecommunications Carrier that provides tandem switching services to Sprint PCS and with whom Sprint PCS is directly interconnected for the purpose of delivering Sprint PCS traffic via Non-AT&T 9-STATE Tandem Provider's direct interconnection arrangements with AT&T 9-STATE to (i) AT&T 9-STATE's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T 9-STATE, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End User.</u></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>6.6.3 When a Non-AT&T 9-STATE Tandem Provider sends Traffic originated by the End Users of Sprint PCS to (i) AT&T 9-STATE's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T 9-STATE, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End User, Sprint PCS is responsible for all Conversation MOU's billed by AT&T 9-STATE for such traffic.</u></p> <p>Sprint Language</p> <p><i>6. Authorized Services Traffic Per Minute Usage.</i></p> <p><i>6.1 Classification of Authorized Services Traffic Usage.</i></p> <p><i>[If only two billable categories are deemed necessary:]</i></p> <p><i>6.1.1 Authorized Services wireless traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services wireless Terminated Traffic (which will include IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p> <p><i>6.1.2 Authorized Services wireline traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services wireline Terminated Traffic (which will include Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Traffic.</i></p> <p><i>[If more than two billable categories are deemed necessary:]</i></p> <p><i>6.1.1 Authorized Services wireless traffic exchanged between the Parties pursuant to this Agreement will be classified as IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p> <p><i>6.1.2 Authorized Services wireline traffic exchanged between the Parties pursuant to this Agreement will be classified as Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p> <p>6.2 Authorized Services Traffic Usage Rates.</p> <p>6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.</p> <p><i>6.2.2 The following are the Authorized Services Per Conversation MOU Usage Rate categories:</i></p> <p><i>[If only two billable categories are deemed necessary:]</i></p> <p><i>Sprint wireless traffic/Sprint CLEC wireline traffic:</i></p> <ul style="list-style-type: none"> <i>- Terminated wireless/wireline Traffic Rate</i> <i>- Transit Service Rate</i> 		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>[If more than two billable categories are deemed necessary:]</i></p> <p>Wireless traffic:</p> <ul style="list-style-type: none"> - IntraMTA Rate - Land-to-Mobile InterMTA Rate <p>Wireline traffic:</p> <ul style="list-style-type: none"> - Telephone Exchange Service Rate - Telephone Toll Service Rate <p>Wireless or Wireline traffic:</p> <ul style="list-style-type: none"> - Information Services Rate - Interconnected VoIP Rate- N/A - Transit Service Rate <p>6.2.2 Beginning with the Effective Date, the applicable Authorized Service Rate (“Rate”) that AT&T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:</p> <ul style="list-style-type: none"> <i>a) The Rate contained in the Pricing Schedule attached hereto;</i> <i>b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;</i> <i>c) The Rate AT&T 9-STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,</i> <i>d) The Rate established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the</i> 		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Commission.</u></p> <p><u>6.2.3 Reduced AT&T 9-STATE Rate(s) True-Up. Where the lowest AT&T 9-STATE Rate is established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or was provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&T 9-STATE regarding such Authorized Services traffic between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate to Sprint.</u></p> <p><u>6.2.4 Symmetrical Rate Application. Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic.</u></p> <p><u>Wireless traffic rates:</u></p> <p><u>- IntraMTA Rate: [TBD]</u> <u>- Land-to-Mobile InterMTA Rate: [TBD]</u></p> <p><u>Wireline traffic rates:</u></p> <p><u>- Telephone Exchange Service Rate: [TBD]</u> <u>- Telephone Toll Service Rate: Applicable access tariff rates</u></p> <p><u>Wireless or Wireline traffic rates:</u></p> <p><u>- Information Services Rate: .0007</u> <u>- Interconnected VoIP Rate: Bill & Keep until otherwise</u></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>determined by the FCC.</i></p> <p><i>- Transit Service Rate: [TBD]</i></p> <p>6.3 Recording and Billing for Authorized Services Traffic.</p> <p><i><u>6.3.1 Each Party will perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.</u></i></p> <p><i><u>6.3.2. Each Party is responsible for the accuracy and quality of its data submitted to the other Party.</u></i></p> <p><i><u>6.3.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").</u></i></p> <p><i><u>6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</u></i></p> <p><i>6.3.5 The Party that performs the transmission, routing, termination, Transport and Termination, or Transiting of the other Party's originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate..</i></p> <p><i>6.3.6.1 Wireless traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. MTA boundaries) and traffic routing of the Parties.</i></p> <p>6.3.6.2 <i>Wireline traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.</i></p> <p><u>6.3.7 Conversion to Bill and Keep for wireless IntraMTA traffic or wireline Telephone Exchange Service traffic.</u></p> <p><u>a) If the IntraMTA Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below (“Traffic Balance Threshold”), either Party may request a bill and keep arrangement to satisfy the Parties’ respective usage compensation payment obligations regarding IntraMTA Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the IntraMTA Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period</u></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>indicates that the IntraMTA Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for IntraMTA Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for IntraMTA Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for IntraMTA Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i></p> <p><i>b) If the Telephone Exchange Service Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Telephone Exchange Service Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Telephone Exchange Service Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for</i></p>		

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Telephone Exchange Service Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone Exchange Service Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Telephone Exchange Service Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i></p> <p><i>c) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service Traffic exchanged between the Parties both directly and indirectly falls has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for Telephone Exchange Service usage on a going forward basis unless otherwise agreed to by both Parties in writing.</i></p> <p><i>6.3.8 Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7.</i></p> <p><i><u>6.4 Terminating InterMTA Traffic.</u> The Parties recognize that (a) the originating Party is not entitled to charge the terminating Party for any costs associated with the originating Party's originated traffic; (b) the Sprint wireless entities are not IXCs; (b) Interconnection services are not</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>switched access inter-exchange access services provided by a LEC to an IXC pursuant to a tariff; (c) neither Party has the ability to identify and classify an InterMTA traffic call on an automated, real-time basis; (d) on any given InterMTA mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities, AT&T 9-STATE incurs the exact same cost to terminate the call that it does to terminate an IntraMTA mobile-to-land call delivered by Sprint to AT& 9-STATE over Interconnection Facilities; (e) and, on any given InterMTA land-to-mobile call delivered by AT&T 9-STATE to Sprint over Interconnection Facilities, because of the likely number of switches and/or distance to be traversed, Sprint likely incurs at least two times (2X) or more of the cost to terminate an AT&T 9-STATE originated InterMTA call than it does to terminate an AT&T 9-STATE originated IntraMTA land-to-mobile call. Based on the foregoing, the following provisions are intended to implement the principles of mutual, reasonable compensation pursuant to 47 C.F.R. § 20.11.</i></p> <p><i>6.4.1 Because AT&T 9-STATE does not incur any greater cost to terminate a mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities whether it is an InterMTA or IntraMTA call, AT&T 9-STATE will bill Sprint the same Rate for both IntraMTA and InterMTA calls.</i></p> <p><i>6.4.2 Because Sprint incurs greater costs to terminate an AT&T 9-STATE originated InterMTA land-to-mobile calls delivered over Interconnection Facilities than it does to terminate IntraMTA land-to-mobile calls, Sprint is entitled to charge AT&T 9-STATE a Land-to-Mobile InterMTA Rate for terminating such AT&T 9-STATE calls. The Land-to-Mobile</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>InterMTA Rate at which Sprint is entitled to bill AT&T 9-STATE will be two times (2X) the Type 2A IntraMTA Rate.</i></p> <p><i>6.4.3 Beginning with the Effective Date, Sprint is entitled to utilize a state-specific “Land-to-Mobile Terminating InterMTA Factor” to determine the surrogate volume of AT&T 9-STATE InterMTA Land-to-Mobile Conversation MOUs for which Sprint is entitled to bill AT&T 9-STATE at the Land-to-Mobile InterMTA Rate. Also beginning with the Effective Date, the Land-to-Mobile Terminating InterMTA Factor shall be 2%. Such factor is, however, subject to revision based on a Sprint traffic study performed upon either Party’s request no sooner than (6) months after the Effective Date; and thereafter not more frequently than once per calendar year. Any change in the Land-to-Mobile Terminating InterMTA Factor shall be reflected as an Amendment to this Agreement.</i></p> <p><i>6.4.4 To determine the billable volume of AT&T InterMTA Land-to-Mobile minutes to which Sprint will apply the Land-to-Mobile Terminating Rate, Sprint will, on a monthly basis, multiply the InterMTA Factor by the total AT&T 9-STATE IntraMTA Conversation MOUs as terminated and recorded by Sprint, The total volume of terminating IntraMTA Land-to-Mobile traffic minutes for which Sprint bills AT&T shall be reduced by the calculated volume of InterMTA Land-to-Mobile minutes to avoid double-billing AT&T 9-STATE for</i></p>		
Att. 3 AT&T Issue 15	Att. 3 AT&T’s Section	AT&T Issue description: Is it appropriate for the	<u>6.1.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction shall be treated</u>	Yes. In the Mobile-to-Land direction, the ICA should	This section establishes the application of

AT&T language bold underlined
Sprint language bold italics
Page 98 of 151

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
	6.1.2, Sprint's Section 6.2	ICA to state that compensation for traffic in the mobile-to-land direction is deemed either local or access, depending upon the jurisdictional beginning and end points of the call, and, is it appropriate for the ICA to expressly state that AT&T South Carolina does not send ISP traffic to Sprint? Sprint Issue description: For each category of Authorized Services traffic, what compensation is due from each Party to the other? What is appropriate compensation for Section 251 (b)(5) traffic?	<p><u>as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction under this Agreement.</u></p> <p><u>6.1.3 The Parties agree that IP-enabled (including, without limitation, voice over Internet protocol ("VoIP")) traffic between them in the mobile-to-land and the land-to-mobile direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of IP-enabled traffic shall be necessary.</u></p> <p>Sprint Language</p> <p>6.2 Authorized Services Traffic Usage Rates.</p> <p>6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.</p> <p><i>6.2.2 The following are the Authorized Services Per Conversation MOU Usage Rate categories:</i></p> <p><i>[If only two billable categories are deemed necessary:]</i></p> <p><i>Sprint wireless traffic/Sprint CLEC wireline traffic:</i> <i>- Terminated wireless/wireline Traffic Rate</i></p>	<p>state that ISP-bound traffic will be compensated as local traffic or access traffic, depending on the jurisdictional beginning and end points of the call, consistent with current industry practice. AT&T does not send ISP traffic to Sprint and proposes language to make that explicit.</p> <p>The purpose of the Agreement is to provide contractual certainty for a set period of time. Sprint is not entitled to 'cherry-pick,' at its convenience, any better pricing it may deem desirable at some unknown point in the future. If Sprint seeks rates that differ from the</p>	<p>the Conversation MOU, Sprint's entitlement to the lowest available rate, true-up, and general symmetrical rate application. However, establishment of actual rates is the next Issue.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		What is the appropriate language to reflect the actual flow and treatment of ISP-bound traffic between the parties given that ISP traffic is exclusively mobile-to-land and what is the appropriate compensation for such traffic?	<p><i>- Transit Service Rate</i></p> <p><i>[If more than two billable categories are deemed necessary:]</i></p> <p><i>Wireless traffic:</i></p> <p><i>- IntraMTA Rate</i></p> <p><i>- Land-to-Mobile InterMTA Rate</i></p> <p>Wireline traffic:</p> <p><i>- Telephone Exchange Service Rate</i></p> <p><i>- Telephone Toll Service Rate</i></p> <p><i>Wireless or Wireline traffic:</i></p> <p><i>- Information Services Rate</i></p> <p><i>- Interconnected VoIP Rate- N/A</i></p> <p><i>- Transit Service Rate</i></p> <p>6.2.2 Beginning with the Effective Date, the applicable Authorized Service Rate ("Rate") that AT&T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:</p> <p><i>a) The Rate contained in the Pricing Schedule attached hereto;</i></p> <p><i>b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;</i></p> <p><i>c) The Rate AT&T 9-STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,</i></p> <p><i>d) The Rate established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study</i></p>	Commission-approved cost-based rates AT&T proposes or the FCC's ISP Remand Order rate of \$0.0007 per Minute of Use ("MOU"), Sprint must provide support for such rates in the form of a cost-study, supporting what it believes are appropriate forward-looking costs. Sprint has made no such showing, and, therefore, the Agreement should reflect current and approved rates as they exist today.	

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</i></p> <p>6.2.3 Reduced AT&T 9-STATE Rate(s) True-Up. <i>Where the lowest AT&T 9-STATE Rate is established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or was provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&T 9-STATE regarding such Authorized Services traffic between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate to Sprint.</i></p> <p>6.2.4 Symmetrical Rate Application. <i>Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position						
Att. 3 AT&T Issue 16	Attachment 3; AT&T's Section 6.2.2.1, Sprint's Section 6.2	<p>AT&T Issue Description: What is appropriate compensation for Section 251 (b)(5) traffic?</p> <p>Sprint Issue Description: What is the a) fair and reasonable, or b) TELRIC rate where applicable, for each category of compensable traffic?</p>	<p><u>6.2.2.1 Compensation for Section 251(b)(5) Calls, Transport and Termination. Subject to the limitations set forth below in Section 6.2.3 below, AT&T 9-STATE shall compensate Sprint PCS for the transport and termination of Section 251(b)(5) Calls originating on AT&T 9-STATE's network and terminating on Sprint PCS's network. Sprint PCS shall compensate AT&T 9-STATE for the transport and termination of Section 251(b)(5) Calls originating on Sprint PCS's network and terminating on AT&T 9-STATE's network. The rates for this reciprocal compensation are set forth in the Pricing Schedule attached hereto.</u></p> <p><u>PRICING SHEET (WIRELESS)</u></p> <p><u>SOUTH CAROLINA</u></p> <p><u>ATTACHMENT 3 - NETWORK INTERCONNECTION</u></p> <hr/> <p><u>1.Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)</u></p> <table><tr><td><u>Type 2A</u></td><td><u>Type 2B</u></td><td><u>Type 1</u></td></tr><tr><td><u>\$0.0007</u></td><td><u>\$0.0007</u></td><td><u>\$0.0007</u></td></tr></table> <hr/> <p><u>2. Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks to AT&T 9-STATE End Offices will be billed using a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Traffic completed over Type 2B trunks as follows:</u></p>	<u>Type 2A</u>	<u>Type 2B</u>	<u>Type 1</u>	<u>\$0.0007</u>	<u>\$0.0007</u>	<u>\$0.0007</u>	<p>The Parties should compensate each other for the Section 251 (b)(5) traffic that each Party originates and terminates directly to the other Party. Consistent with the FCC's ISP Remand Order, compensation for the exchange of Section 251(b)(5) traffic should be at \$0.0007 per Minute of Use. Appropriate Intrastate or Interstate Switched Access applies to InterMTA calls.</p>	<p>Wireless intraMTA traffic and wireline Telephone Exchange Service traffic is subject to reciprocal compensation, which is exchanged and billed either a) on a bill and keep basis, b) at the \$.0007 ISP rate, or c) at a TELRIC rate.</p> <p>Wireless interMTA traffic delivered over Interconnection Facilities is, pursuant to 47 C.F.R. § 20.11, subject to reasonable terminating compensation. In the Mobile-to-Land direction, AT&T's costs to terminate an</p>
<u>Type 2A</u>	<u>Type 2B</u>	<u>Type 1</u>									
<u>\$0.0007</u>	<u>\$0.0007</u>	<u>\$0.0007</u>									

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position												
			<table><tr><td>Per DS0 trunk (voice grade)</td><td>Per Month</td><td>USOC</td></tr><tr><td>Type 2B Dedicated End Office</td><td>\$6.30</td><td>MRSSD</td></tr><tr><td>Type 2B – MF</td><td>\$6.30</td><td>MRSSE</td></tr><tr><td>Type 2B - SS7</td><td>\$6.30</td><td>MRSSE</td></tr></table> <p>Sprint Language</p> <p>Wireless traffic rates:</p> <p>- IntraMTA Rate: [TBD]</p> <p>- Land-to-Mobile InterMTA Rate: [TBD]</p> <p>Wireline traffic rates:</p> <p>- Telephone Exchange Service Rate: [TBD]</p> <p>- Telephone Toll Service Rate: Applicable access tariff rates</p> <p>Wireless or Wireline traffic rates:</p> <p>- Information Services Rate: .0007</p> <p>- Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.</p> <p>- Transit Service Rate: [TBD]</p>	Per DS0 trunk (voice grade)	Per Month	USOC	Type 2B Dedicated End Office	\$6.30	MRSSD	Type 2B – MF	\$6.30	MRSSE	Type 2B - SS7	\$6.30	MRSSE		interMTA MOU is exactly the same as it costs to terminate an intraMTA MOU and, therefore, AT&T should be paid the same rate to terminate an interMTA MOU as it is paid to terminate an intraMTA MOU. However, in the Land-to-Mobile direction, Sprint will on average always incur greater costs to terminate an AT&T Land-to-Mobile interMTA call because of the additional mileage and switching to deliver such a call to a distant location. Therefore, it is reasonable for Sprint to be paid
Per DS0 trunk (voice grade)	Per Month	USOC															
Type 2B Dedicated End Office	\$6.30	MRSSD															
Type 2B – MF	\$6.30	MRSSE															
Type 2B - SS7	\$6.30	MRSSE															

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<p>a multiple of the intraMTA MOU rate as the rate it is entitled to charge AT&T for termination of an AT&T originated interMTA call.</p> <p>Wireline Telephone Toll Service traffic is subject to each parties' applicable access tariff rates.</p> <p>Whether the traffic is a wireless or wireline call:</p> <p>1) The FCC rate for ISP Information Service traffic is \$.0007;</p> <p>2) Although the FCC has determined Interconnected</p>

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					<p>VoIP is jurisdictionally mixed traffic to result in it being classified as interstate traffic, the FCC has not established a rate for such traffic. The Commission does not have jurisdiction to establish a rate and, until it is otherwise determined by the FCC, such traffic is exchanged at bill and keep; and,</p> <p>3) Transit Service traffic is subject to a TELRIC Rate.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or</p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
					two separate ICAs are used.
Att. 3 AT&T Issue 17	Att. 3 Section 6.3	<p>AT&T Issue Description: Is AT&T's language for Billing for Reciprocal Compensation the appropriate language?</p> <p>Sprint Issue Description: What billing and recording provisions are appropriate?</p>	<p>6.3 Billing For Reciprocal Compensation:</p> <p><u>6.3.1 Each Party will record its terminating minutes of use for all calls from the other Party. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.</u></p> <p><u>6.3.2 The Parties recognize that Sprint PCS may not have the technical ability to measure actual usage and bill AT&T 9-STATE pursuant to this Agreement.</u></p> <p><u>6.3.3 To the extent Sprint PCS does not have the ability to measure and bill the actual amount of AT&T 9-STATE-to-Sprint PCS Section 251(b)(5) Calls traffic, Sprint</u></p>	Yes. AT&T's language is specific and addresses all the necessary areas. Complete terms for the recording, invoicing and billing of reciprocal compensation are necessary in order to avoid potential billing disputes between the Parties.	This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>PCS shall bill AT&T 9-STATE, using the surrogate billing factor, as described in Sections 4.3.4 below and 4.3.5 below.</u></p> <p><u>6.3.4 Where Sprint PCS cannot record AT&T 9-STATE-originated Section 251(b)(5) Calls traffic, the Parties agree to use a surrogate billing factor to determine the amount of land-to-mobile Section 251(b)(5) Calls traffic. The Parties agree that the surrogate billing factor shall be equal to the Shared Facility Factor, stated in the Pricing Schedule. When using the surrogate billing method, instead of recording actual usage, the amount of land-to-mobile Section 251(b)(5) Calls traffic Conversation MOUs shall be calculated as follows: (i) Sprint PCS-to-AT&T 9-STATE (mobile-to-land) Conversation MOUs for Section 251(b)(5) Calls (based on AT&T 9-STATE's monthly bill to Sprint PCS), divided by the difference of one (1) minus the Shared Facility Factor, multiplied by (ii) the Shared Facility Factor. When using the surrogate billing method, Sprint PCS shall bill AT&T 9-STATE the charges due under this Section 4.3 above based solely on the calculation contained in the preceding sentence.</u></p> <p align="center"><u>EXAMPLE</u></p> <p><u>Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOU's = [mobile-to-land Section 251(b)(5) Conversation MOU's/(1 – Shared Facility Factor)] * Shared Facility Factor</u></p> <p><u>Mobile-to-Land Conversation MOU's = 15,000</u> <u>Shared Facility Factor = .20</u> <u>Land-to-Mobile Section 251(b)(5) Calls Conversation MOU's = [15,000/(1-.20)]*.20 =3,750 Conversation MOU's</u></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>6.3.5 When Sprint PCS uses the surrogate billing factor billing method set forth above, Sprint PCS shall itemize on each of its bills the corresponding AT&T 9-STATE billing account numbers by state, for land-to-mobile Section 251(b)(5) Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including, as applicable, but not limited to, the surrogate billing factor as provided in this Section 4, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate and amounts.</u></p> <p><u>6.3.6 Except as provided in this Section, see the General Terms and Conditions for general billing requirements.</u></p> <p>Sprint Language</p> <p>6.3 Recording and Billing for Authorized Services Traffic.</p> <p><i>6.3.1 Each Party will perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.</i></p> <p><i>6.3.2. Each Party is responsible for the accuracy and quality of its data submitted to the other Party.</i></p> <p><i>6.3.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</u></p> <p><u>6.3.5 The Party that performs the transmission, routing, termination, Transport and Termination, or Transiting of the other Party's originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate..</u></p> <p><u>6.3.6.1 Wireless traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. MTA boundaries) and traffic routing of the Parties.</u></p> <p><u>6.3.6.2 Wireline traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA</u></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>boundaries and state boundaries) and traffic routing of the Parties.</i></p> <p><i>[6.3. 7 Conversion to Bill and Keep is a separate issue below.]</i></p> <p><i>6.3.8 Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7.</i></p>		
Att. 3 AT&T Issue 18	Sprint Section 6.3.7	<p>AT&T Issue: Is it appropriate to require wireless companies to demonstrate that Section 251(b)(5) Traffic and ISP-Bound Traffic is roughly balanced with the ILEC's traffic to obtain and maintain a Bill and Keep arrangement?</p> <p>Sprint Issue</p>	<p><u>6.3.7 Upon mutual agreement that qualifying traffic between the Parties has been within +-5% of equilibrium (50%) for 3 consecutive months, Bill and Keep shall be implemented as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between ATT-South Carolina and Sprint in South Carolina so long as qualifying traffic between the parties remains in balance in accordance with this Section. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in General Terms and Conditions – Part B - Definitions of this Agreement and does not include, IntraLATA Toll Traffic, Meet Point Billing Traffic, InterMTA Traffic , Transit Traffic or Terminating InterMTA Traffic .</u></p> <p><u>6.3.7.1 The Parties agree that Section 251(b)(5) Traffic</u></p>	Yes. Bill and Keep is only appropriate for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T and Sprint in South Carolina so long as qualifying traffic between the parties remains in balance.	This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>Description: When should otherwise compensable traffic be exchanged on a Bill and Keep basis?</p> <p>Sprint Issue description: When should otherwise compensable traffic be exchanged on a Bill and Keep basis</p>	<p><u>and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is “In-Balance.” In- balance shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be within +/-5% of equilibrium (50%).</u></p> <p><u>6.3.7.2 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party’s end users terminated to the other Party’s End Users, divided by the sum of both Parties’ end users’ terminated Section 251(b)(5) Traffic, and ISP-Bound Traffic multiplied by 100.</u></p> <p><u>6.3.7.3 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than +/-5% per month for three (3) consecutive months, \$0.0007 per MOU shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.</u></p> <p><u>6.3.7.4 Once \$0.0007 applies to Section 251(b)(5)Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement.</u></p> <p><u>6.3.7.5 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.</u></p> <p><u>6.3.7.6 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under</u></p>	<p>AT&T believes that the Act and FCC rules do not allow a state Commission to deprive carriers of reciprocal compensation for Local Traffic unless a carrier can demonstrate that its traffic is roughly balanced with the ILECs traffic. 47 CFR § 51.713 (b) provides in pertinent part that “[a] state commission may impose bill and keep arrangements if the state commission determines that the amount of Local telecommunications traffic from one network to the other is roughly in balance with the</p>	

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation rates were applicable.</u></p> <p><u>6.3.7.7 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.</u></p> <p><u>6.3.7.8 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest outlined in Attachment 7 - Billing.</u></p> <p><u>6.3.7.9 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.</u></p> <p><u>6.3.7.10 The audit provisions set out above do not alter or</u></p>	<p>amount of Local telecommunication traffic flowing in the opposite direction.”</p> <p>AT&T’s position is that Section 251(b)(5) traffic and ISP-Bound traffic may be considered as “in-balance” based on the threshold defined in Sections 6.3.7.1 through 6.3.7.3 proposed language.</p> <p>In paragraph 1113 in the First Report and Order, it states, “We further conclude that states may adopt specific thresholds for determining when traffic is roughly balanced. If state commissions impose bill-and-keep</p>	

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>affect audit provisions set out elsewhere in this Agreement.</u></p> <p><u>Sprint Language.</u></p> <p><u>6.3.7 Conversion to Bill and Keep for wireless IntraMTA traffic or wireline Telephone Exchange Service traffic.</u></p> <p><u>a) If the IntraMTA Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below (“Traffic Balance Threshold”), either Party may request a bill and keep arrangement to satisfy the Parties’ respective usage compensation payment obligations regarding IntraMTA Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the IntraMTA Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the IntraMTA Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for IntraMTA Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for IntraMTA Traffic usage on a going forward basis unless otherwise</u></p>	<p>arrangements, those arrangements must either include provisions that impose compensation obligations if traffic becomes significantly out of balance or permit any party to request that the state commission impose such compensation obligations based on a showing that the traffic flows are inconsistent with the threshold adopted by the state”. Footnote 2717 in the First Report and Order states, “For example, the Michigan Commission adopted a five percent threshold for the difference between the traffic</p>	

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>agreed to by both Parties in writing. The Parties' agreement to eliminate billing for IntraMTA Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i></p> <p><i>b) If the Telephone Exchange Service Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Telephone Exchange Service Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Telephone Exchange Service Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Telephone Exchange Service Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone Exchange Service Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Telephone Exchange Service Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As</i></p>	<p>flows in the two directions". The Michigan decision for the percentage differential is consistent with what AT&T is proposing in this state. AT&T is proposing that traffic exchanged between the Parties is in balance within +/- five percent of equilibrium (50%).</p>	

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i></p> <p><i>c) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service Traffic exchanged between the Parties both directly and indirectly falls has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for Telephone Exchange Service usage on a going forward basis unless otherwise agreed to by both Parties in writing.</i></p>		
Att. 3 AT&T Issue 19	Att. 3 Section 6.4	<p>AT&T Issue description: Should InterMTA Traffic, both originating and terminating, be subject to Access Charges?</p> <p>Sprint Issue Description: How should each Party be compensated for terminating interMTA Traffic on its network that was originated on the other Party's</p>	<p>6.4 Compensation For Intermta Traffic:</p> <p><u>6.4.1 Terminating InterMTA Traffic:</u></p> <p><u>6.4.1.1 All Sprint PCS terminating InterMTA traffic is subject to the rates, terms and conditions set forth in AT&T 9-STATE's Federal and/or State Access Service tariffs and is owed and payable to AT&T 9-STATE. All Sprint PCS terminating InterMTA traffic must be routed over Switched Access Services trunks and facilities purchased by Sprint PCS from AT&T 9-STATE's Federal and/or State Access Service tariffs.</u></p> <p><u>6.4.1.2 Sprint PCS terminating InterMTA traffic shall not be routed over Local Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating Inter-MTA Traffic that is improperly routed over Local Interconnection or Equal Access trunks, based on</u></p>	Yes. AT&T's language, which provides for access charges for InterMTA traffic, is consistent with the FCC's First Report and Order implementing the Act.	The FCC First Report and Order, as well as Section 251(g) only contemplated access to continue to be charged in the same manner that it had been prior to the Act, until such time the FCC changed its applicable rules. Prior to and

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		network?	<p><u>data from AT&T 9-STATE traffic studies, AT&T 9-STATE is authorized to charge, and Sprint PCS will pay to AT&T 9-STATE for such traffic, the Terminating InterMTA traffic rate stated in the Pricing Schedule attached hereto.</u></p> <p><u>6.4.1.3 Sprint PCS agrees to provide Jurisdictional Information Parameter (“JIP”) in the call record for all Sprint PCS-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, AT&T 9-STATE will use JIP as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing. If Sprint PCS fails to populate JIP in accordance with the industry standard, then AT&T 9-STATE will use either Originating Location Routing Number (“OLRN”), or originating NPA/NXX (calling party), or any another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office (“MTSO”) to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing.</u></p> <p><u>6.4.1.4 AT&T 9-STATE will perform traffic studies quarterly to determine if Sprint PCS is sending terminating InterMTA traffic over Local Interconnection or Equal Access trunks. If Sprint PCS is sending such traffic, AT&T 9-STATE will update the percentage of terminating InterMTA Traffic billed to Sprint PCS in accordance with results of such studies. AT&T 9-STATE agrees to notify Sprint PCS of updates to the terminating InterMTA traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill terminating InterMTA traffic for the following quarter. Further, the Parties agree that amounts owed for terminating InterMTA will be paid by the due date. Disputes will be governed by the Dispute Resolution provisions of the General Terms &</u></p>		<p>since passage of the the Act, the FCC has consistently held that CMRS providers are not IXC's. Further, it reserved to itself any consideration of the application of access charges to wireless interMTA traffic on a case-by-case basis, which, to date, it has not acted. Pursuant to Rule 20.11, the only existing basis to impose any charges for interMTA traffic is under the principles of mutual, reasonable compensation paid by the originating</p>

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Conditions.</u></p> <p><u>6.4.2 Originating Landline-to-Sprint PCS InterMTA Traffic:</u></p> <p><u>6.4.2.1 For AT&T 9-STATE originated landline-to-Sprint PCS traffic that, at the beginning of the call: (a) originates on AT&T 9-STATE's network in one MTA; and, (b) is delivered to the mobile unit of Sprint PCS's End User located in another MTA, AT&T 9-STATE shall charge and Sprint PCS shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA traffic, as stated in the Pricing Schedule attached hereto. Sprint PCS shall not charge and AT&T 9-STATE shall not pay reciprocal compensation for originating landline-to-Sprint PCS InterMTA Traffic.</u></p> <p><u>6.4.2.2 Until such time as the Parties can measure originating landline-to-Sprint PCS Inter-MTA traffic, a surrogate usage percentage, as stated in the Pricing Schedule attached hereto, will be applied to the total minutes originated by AT&T 9-STATE's End Users that are delivered to Sprint PCS's network over the Interconnection Trunks.</u></p> <p><i>Sprint Language.</i></p> <p><i>6.4 Terminating InterMTA Traffic. The Parties recognize that (a) the originating Party is not entitled to charge the terminating Party for any costs associated with the originating Party's originated traffic; (b) the Sprint wireless entities are not IXCs; (b) Interconnection services are not switched access inter-exchange access services provided by</i></p>		<p>carrier to the terminating network. AT&T will incur the same cost to terminate a Sprint originated minute whether it is an inter or intraMTA MOU handed over the Interconnection Facilities.</p> <p>Therefore, it is reasonable for AT&T to charge Sprint the same intraMTA rate to terminate either type of MOU. Sprint, however, will typically incur greater cost to terminate an AT&T-originated interMTA call because of additional switching and distance to terminate such a call. Therefore,</p>

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>a LEC to an IXC pursuant to a tariff; (c) neither Party has the ability to identify and classify an InterMTA traffic call on an automated, real-time basis; (d) on any given InterMTA mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities, AT&T 9-STATE incurs the exact same cost to terminate the call that it does to terminate an IntraMTA mobile-to-land call delivered by Sprint to AT& 9-STATE over Interconnection Facilities; (e) and, on any given InterMTA land-to-mobile call delivered by AT&T 9-STATE to Sprint over Interconnection Facilities, because of the likely number of switches and/or distance to be traversed, Sprint likely incurs at least two times (2X) or more of the cost to terminate an AT&T 9-STATE originated InterMTA call than it does to terminate an AT&T 9-STATE originated IntraMTA land-to-mobile call. Based on the foregoing, the following provisions are intended to implement the principles of mutual, reasonable compensation pursuant to 47 C.F.R. § 20.11.</i></p> <p><i>6.4.1 Because AT&T 9-STATE does not incur any greater cost to terminate a mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities whether it is an InterMTA or IntraMTA call, AT&T 9-STATE will bill Sprint the same Rate for both IntraMTA and InterMTA calls.</i></p> <p><i>6.4.2 Because Sprint incurs greater costs to terminate an AT&T 9-STATE originated InterMTA land-to-mobile calls delivered over Interconnection Facilities than it does to terminate IntraMTA land-to-mobile calls, Sprint is entitled to charge AT&T 9-STATE a Land-to-Mobile InterMTA Rate for terminating such AT&T 9-STATE calls. The Land-to-Mobile InterMTA Rate at which Sprint is entitled to bill AT&T 9-STATE</i></p>		<p>Sprint should be compensated at a higher rate to terminate an AT&T-originated interMTA call than it does to terminate an AT&T-originated intraMTA call handed to Sprint over the Interconnection Facilities.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>will be two times (2X) the Type 2A IntraMTA Rate.</i></p> <p><i>6.4.3 Beginning with the Effective Date, Sprint is entitled to utilize a state-specific “Land-to-Mobile Terminating InterMTA Factor” to determine the surrogate volume of AT&T 9-STATE InterMTA Land-to-Mobile Conversation MOUs for which Sprint is entitled to bill AT&T 9-STATE at the Land-to-Mobile InterMTA Rate. Also beginning with the Effective Date, the Land-to-Mobile Terminating InterMTA Factor shall be 2%. Such factor is, however, subject to revision based on a Sprint traffic study performed upon either Party’s request no sooner than (6) months after the Effective Date; and thereafter not more frequently than once per calendar year. Any change in the Land-to-Mobile Terminating InterMTA Factor shall be reflected as an Amendment to this Agreement.</i></p> <p><i>6.4.4 To determine the billable volume of AT&T InterMTA Land-to-Mobile minutes to which Sprint will apply the Land-to-Mobile Terminating Rate, Sprint will, on a monthly basis, multiply the InterMTA Factor by the total AT&T 9-STATE IntraMTA Conversation MOUs as terminated and recorded by Sprint, The total volume of terminating IntraMTA Land-to-Mobile traffic minutes for which Sprint bills AT&T shall be reduced by the calculated volume of InterMTA Land-to-Mobile minutes to avoid double-billing AT&T 9-STATE for the same MOUs.</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Att. 3 AT&T Issue 20	What provision is appropriate regarding representations with respect to switched access services traffic?	Att. 3 Section 6.1.4 and 6.1.5.2	<p>6.1.4 <i>Except to the extent permitted by law, n</i>Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as <u>Section 251 (b) 5 Traffic traffic</u> for purposes of payment of reciprocal compensation.</p> <p>6.1.5.2 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of ISP ISPany traffic and the associated compensation.</p>	Sprint's language allows for uncertainty where none should exist and could result in future disputes. The interconnection agreement has intervening law provisions in the event some sort of traffic has a different compensation mechanism in the future.	This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 3 AT&T Issue 21	Att. 3 AT&T Section 6.11, Sprint Section 6.10	What Wireless Meet Point Billing provisions are appropriate?	<p>6.11 Wireless Meet Point Billing</p> <p><u>6.11.1 For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting AT&T 9-STATE's network from an originating telecommunications carrier other than AT&T 9-STATE and terminating to a telecommunications carrier other than AT&T 9-STATE or the originating telecommunications carrier. Subject to Sprint PCS providing all necessary information, AT&T 9-STATE agrees to participate in Meet Point Billing for traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with AT&T 9-STATE. Traffic from a network which does not participate in</u></p>	AT&T proposes to retain the same language as in the previous interconnection agreement.	It is inconsistent for AT&T to seek/claim a different default percentage of a given route than the shared facility percentage that may be in place between the parties for a given route. Sprint has edited to state a default percentage

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Meet Point Billing will be delivered by AT&T 9-STATE, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. Parties participating in Meet Point Billing with AT&T 9-STATE are required to provide information necessary for AT&T 9-STATE to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%, and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% AT&T 9-STATE and 5% Sprint PCS will be used if Sprint PCS does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint PCS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. AT&T 9-STATE and Sprint PCS acknowledge that the exchange of 1150 records will not be required.</u></p> <p><u>6.11.2 Meet Point Billing will be provided for traffic which transits AT&T 9-STATE's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with AT&T 9-STATE and will deliver all transit traffic to AT&T 9-STATE over such access</u></p>		<p>between the Parties of 50-50.</p> <p>Specifically struck the 800 data base query charge – that is charge to IXC, not to interconnecting carrier.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to s</u></p> <p><u>reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. AT&T 9-STATE and Sprint PCS will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.</u></p> <p><u>6.11.3 In a Meet Point Billing environment, when a party actually uses a service provided by AT&T 9-STATE, and said party desires to participate in Meet Point Billing with AT&T 9-STATE, said party will be billed for miscellaneous usage charges, as defined in AT&T 9-STATE's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Sprint PCS desire to avoid such charges Sprint PCS may perform the appropriate data base query prior to delivery of such traffic to AT&T 9-STATE.</u></p> <p><u>6.11.4 Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing to IXC's for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.</u></p> <p>Sprint Language</p> <p><i>6.10 Wireless Meet Point Billing</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>6.10.1 For purposes of this Agreement, Wireless Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to Jointly Provided Switched Access calls where both Parties are providing such service to an IXC, and Transit Service calls that transit AT&T 9-STATE's network from an originating Telecommunications carrier other than AT&T 9-STATE and terminating to a Telecommunications carrier other than AT&T 9-STATE or the originating Telecommunications carrier. Subject to Sprint providing all necessary information, AT&T 9-STATE agrees to participate in Meet Point Billing for Transit Service traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with AT&T 9-STATE. Traffic from a network which does not participate in Meet Point Billing will be delivered by AT&T 9-STATE, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network.</i></p> <p><i>6.10.2 Parties participating in Meet Point Billing with AT&T 9-STATE are required to provide information necessary for AT&T 9-STATE to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), and (2) a Billing Interconnection Percentage. A default Billing Interconnection Percentage of 50% AT&T 9-STATE and 50% Sprint will be used if Sprint does not file with NECA to establish a Billing Interconnection Percentage other than</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>default. Sprint must support Meet Point Billing for all Jointly Provided Switched Access calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. AT&T 9-STATE and Sprint acknowledge that the exchange of 1150 records will not be required.</i></p> <p>6.10.3 <i>Meet Point Billing will be provided for Transit Service traffic which transits AT&T 9-STATE's network at the Tandem level only. Parties desiring Meet Point Billing will subscribe to Tandem level Interconnections with AT&T 9-STATE and will deliver all Transit Service traffic to AT&T 9-STATE over such Tandem level Interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the Tandem, in which Interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. AT&T 9-STATE and Sprint will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.</i></p> <p>6.10.4 <i>In a Meet Point Billing environment, when a party actually uses a service provided by AT&T 9-STATE, and said party desires to participate in Meet Point Billing with AT&T 9-STATE, said party will be billed for miscellaneous usage charges, as defined in AT&T 9-STATE's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries) necessary to deliver certain types of calls. Should Sprint desire to avoid such charges Sprint may perform the</i></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position										
			<i>appropriate LNP data base query prior to delivery of such traffic to AT&T 9-STATE.</i> <i>6.10.5 Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint compensating AT&T 9-STATE at the Transit Service Rate for Sprint-originated Transit Service traffic delivered to AT&T 9-STATE network, which terminates to a Third Party network. Meet Point Billing to IXCs for Jointly Provided Switched Access traffic will occur consistent with the most current MECAB billing guidelines.</i>												
Att. 3 AT&T Issue 22	Att. 3 Pricing Sheet (Wireless)	AT&T Issue description: What should be the rates for traffic exchanged under the interconnection agreement? Sprint Issue description: What Pricing Sheet provisions are appropriate?	<p align="center"><u>PRICING SHEET (WIRELESS)</u></p> <p align="center"><u>LOUISISNA</u></p> <p align="center"><u>ATTACHMENT 3 - NETWORK INTERCONNECTION</u></p> <p><u>1. Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)</u></p> <table><tr><td><u>Type 2A</u></td><td><u>Type 2B</u></td><td><u>Type 1</u></td></tr><tr><td><u>\$0.0007</u></td><td><u>\$0.0007</u></td><td><u>\$0.0007</u></td></tr></table> <p><u>2. Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks to AT&T 9-STATE End Offices will be billed using a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Traffic completed over Type 2B trunks as follows:</u></p> <table><tr><td><u>Per DS0 trunk (voice grade)</u></td><td></td></tr><tr><td><u>Per Month</u></td><td><u>USOC</u></td></tr></table>	<u>Type 2A</u>	<u>Type 2B</u>	<u>Type 1</u>	<u>\$0.0007</u>	<u>\$0.0007</u>	<u>\$0.0007</u>	<u>Per DS0 trunk (voice grade)</u>		<u>Per Month</u>	<u>USOC</u>	See Issue 15. Consistent with the FCC's <i>ISP Remand Order</i> , AT&T proposes the FCC ISP rate for Section 251 (b) 5 traffic and proposes the existing access rates for InterMTA traffic.	Facilities / Usage: Should reflect the prices as established pursuant to earlier substantive pricing issues. Usage Rates: Sprint is willing to accept any of the following three mutually exclusive per Conversation MOU Usage Rate approaches as "Negotiated
<u>Type 2A</u>	<u>Type 2B</u>	<u>Type 1</u>													
<u>\$0.0007</u>	<u>\$0.0007</u>	<u>\$0.0007</u>													
<u>Per DS0 trunk (voice grade)</u>															
<u>Per Month</u>	<u>USOC</u>														

AT&T language bold underlined
Sprint language bold italics
Page 125 of 151

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<div><div><div>Type 2B Dedicated End Office</div><div>Type 2B - MF\$6.30MRSSD</div><div>Type 2B - SS7\$6.30MRSSE</div></div><div>3. Shared Facility Factor</div><div>Provided to WSP Quarterly by AT&T 9-STATE</div><div>4. Terminating InterMTA Rates</div><div>4.1 Terminating IntraState InterMTA Traffic Rate \$.006165</div><div>4.2 Terminating InterState InterMTA Rate \$.006165</div><div>5. Originating Landline to WSP InterMTA Traffic</div><div>5.1 Originating Landline to WSP InterMTA Traffic Rate \$.006165</div><div>5.2 Originating Landline to WSP InterMTA Traffic Percent 6%</div><div>Sprint Language</div><div>SOUTH CAROLINA PRICING SHEET</div><div>Unless expressly identified to be a “Negotiated” Rate or Charge, any Rate or Charge included in this Pricing Sheet is subject to reduction and a refund issued by AT&T 9-STATE to Sprint as provided in Sections 2 and 6 of this Attachment 3.</div><div>A. Interconnection Facility/Arrangements Rates will be provided at the lower of:</div><div>- Existing Prices;</div><div>- Negotiated Prices [TBD];</div></div>		<div>Rates” to avoid need for updated AT&T TELRIC studies:</div> <div>1) All Authorized Services traffic at same Rate: No Rate – Bill and Keep; and, Transit Service Rate \$.00035</div> <div>- OR –</div> <div>2) All Authorized Services traffic at same Rate: \$0.0007 Tandem/\$0.00035 End Office; and, Transit Service Rate \$0.00035</div> <div>- OR –</div> <div>3) A. Wireless:</div> <div>- IntraMTA Rates:</div> <div>Type 2A: \$0.0007</div> <div>Type 2B: \$0.00035</div> <div>- Land-to-</div>

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>- <i>AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</i></p> <p>- <i>AT&T Tariff Prices at 35% reduction;</i></p> <p>- <i>AT&T TELRIC Prices [TBD]</i></p> <p>B. Authorized Services Per Conversation MOU Usage Rates will be provided at the lower of lower of:</p> <p>- <i>Negotiated Prices [TBD];</i></p> <p>- <i>AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</i></p> <p>- <i>AT&T TELRIC Prices [TBD]</i></p> <p>Based upon the foregoing, the respective wireless traffic and wireline traffic usage rates are:</p> <p>1) Wireless:</p> <p>- <i>IntraMTA Rates:</i></p> <p style="padding-left: 40px;"><i>Type 2A: [TBD*]</i></p> <p style="padding-left: 40px;"><i>Type 2B: [TBD*]</i></p> <p>- <i>Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): [TBD*]</i></p> <p>- <i>Land-to-Mobile Terminating InterMTA Factor: 2%</i></p> <p>2) Wireline:</p> <p>- <i>Telephone Exchange Service Rate: [TBD*]</i></p> <p>- <i>Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate</i></p> <p>3) As to following type of traffic, whether wireless or wireline traffic:</p> <p>- <i>Information Services Rate: .0007</i></p> <p>- <i>Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.</i></p>		<p>Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): \$0.0014;</p> <p>- Land-to-Mobile Terminating InterMTA Factor: 2%;</p> <p>B. Wireline</p> <p>- Telephone Exchange Service Rate: \$0.0007;</p> <p>- Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate;</p> <p>C. Either Wireless or Wireline:</p> <p>- Information Services Rate: No Rate - Bill and Keep;</p> <p>- Interconnected VoIP Rate: No Rate - Bill and</p>

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>- Transit Service Rate: [TBD*]</i>		Keep; and, - Transit Service Rate: \$0.00035 This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 5 AT&T Issue 1	Att. 5 Section 3.3.3	Are both test numbers as proposed by AT&T appropriate?	<p><u>3.3.3 Each Party is responsible for providing to the other, valid test numbers; one number terminating to a voice announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.</u></p> <p>Sprint Language</p> <p><i>3.3.3 Each Party is responsible for providing to the other, valid test number; terminating to a milliwatt tone . Number should remain in service indefinitely for regressive testing purposes.</i></p>	Yes. AT&T requests two test numbers since the two numbers are used to conduct different tests, or are for different purposes. Both tests can not be accomplished from one test number.	
Att. 7 AT&T Issue 1	Att. 7 Section 1.1	AT&T Issue: Should the Parties' contractual obligations include	1.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.	Yes. The Parties have a general obligation to remit payment in full by	Except for section 1.11, which is wireline-specific,

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		payment in full for all billed amounts, rather than undisputed amounts?	<p>Sprint Language</p> <p><i>1.1 Unless otherwise stated, each Party will render monthly bill(s) and pay in full for undisputed billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.</i></p>	the Bill Due Date. Parties should follow the Dispute Resolution process for disputed amounts.	<p>these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p> <p>If two separate ICAs are used, the section 1.11 provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.</p>
Att. 7 AT&T Issue 2	Att. 7 Section 1.2.1	AT&T Issue: Should reciprocal compensation invoices provide enough detail to allow verification of billing?	<p><u>1.2.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic. Reciprocal compensation invoices from CMRS Provider shall contain detail to substantiate billed traffic which originates from AT&T-9 STATE's network.</u></p> <p>Sprint Language</p>	Yes. Invoices should contain sufficient detail to allow verification of billing when the billed traffic originates from AT&T's network.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or

AT&T language bold underlined
Sprint language bold italics
Page 129 of 151

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>1.2.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billed Authorized Services.</i>		two separate ICAs are used.
Att. 7 AT&T Issue 3	Att. 7 Section 1.2.4	AT&T Issue: Is it appropriate for the Interconnection Agreement to contain detailed requirements specific to the bills created and rendered pursuant to the agreement?	<p><u>1.2.4 The Parties will provide a remittance document with each invoice identifying:</u></p> <p><u>Remittance address</u> <u>Invoice number and/or billing account number</u> <u>Summary of charges</u> <u>Amount due</u> <u>Payment Due Date (at least thirty (30) days from the invoice date)</u></p> <p>Sprint Language <i>Section deleted by Sprint</i></p>	Yes. Invoices should contain sufficient detail to allow verification of billing and to ensure accurate posting of payments.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 4		AT&T Issue: Should the term “traffic usage” or “reciprocal compensation” be used?	<p><u>1.2.6 Reciprocal compensation invoices will be based on Conversation MOUs for all Section 251(b)(5) Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.</u></p> <p>Sprint Language <i>1.2.5 Traffic usage compensation invoices will be based on Conversation MOUs for all Completed Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then</i></p>	The term reciprocal compensation is appropriate as it is consistently used throughout the industry and with regulators.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>rounded up to the next whole minute.</i>		
Att. 7 AT&T Issue 5	Att. 7 Section 1.2.7	AT&T Issue: Should a Party include charges on a bill that cannot be verified?	<p><u>1.2.7 Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOU representing Third Party Traffic. If CMRS Provider does not record and identify the actual amount of Third Party Traffic delivered to it over the Interconnection Trunks, then CMRS Provider shall deduct from the amount of total Conversation MOU on its bill to AT&T-9 STATE (for reciprocal compensation) a percentage that is equal to the percentage that Third Party Traffic minutes bear to the total billed Conversation MOU on AT&T-9 STATE's bill to CMRS Provider (for reciprocal compensation) for the same time period. This adjustment will account for Third Party Traffic delivered to CMRS Provider over the Interconnection Trunks.</u></p> <p>Sprint Language</p> <p><i>Section deleted by Sprint</i></p>	No. Invoices should contain sufficient detail to allow verification of billing.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 6	Att. 7 Section 1.2.8 Sprint Sections 1.2.6 and 1.2.7	AT&T Issue: How much detail should the reciprocal compensation invoice include?	<p><u>1.2.8 CMRS Provider will invoice AT&T-9 STATE for reciprocal compensation by state, based on the terminating location of the call. CMRS Provider will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between AT&T-9 STATE and CMRS Provider takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. AT&T-9 STATE will invoice CMRS Provider for reciprocal compensation by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating</u></p>	AT&T's language provides the appropriate level of detail to ensure proper billing. This language is necessary in order to avoid potential disputes between the Parties.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>office.</u></p> <p>Sprint Language</p> <p><i>1.2.6 Each Party will invoice the other Party for traffic usage on mechanized invoices, based on the terminating location of the call.</i></p> <p><i>1.2.7 Each Party will invoice the other for traffic usage by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.</i></p>		
Att. 7 AT&T Issue 7	Att. 7 Section 1.2.9	AT&T Issue: Is AT&T's language reasonable ?	<p><u>1.2.9 When AT&T-9 STATE is unable to invoice reflecting an adjustment for shared Facilities and/or Trunks, CMRS Provider will separately invoice AT&T-9 STATE for AT&T-9 STATE's share of the cost of such Facilities and/or Trunks as provided in this Agreement thirty (30) days following receipt by CMRS Provider of AT&T-9 STATE's invoice.</u></p> <p>Sprint Language</p> <p><i>Section deleted by Sprint</i></p>	Yes. It is appropriate to allow Sprint to bill AT&T for AT&T's proportionate share of such facilities and thirty (30) days after receipt of the invoice provides adequate time to do so.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Att. 7 AT&T Issue 8	Att. 7 Section 1.2.10	AT&T Issue: Should netting of payments be allowed?	<p><u>1.2.10 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.</u></p> <p>Sprint Language</p> <p><i>Section deleted by Sprint</i></p>	No. Netting of payments should not be allowed because it would create an unreasonable administrative burden on both Parties and would not allow for transparent accounting practices.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 9	Att. 7 Section 1.4	AT&T Issue: Should AT&T be allowed to charge Late Payment Charges if the customer receives the bill later than 5 days after the invoice date?	<p><u>1.4 If any charge incurred by AT&T-9 STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-9 STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.</u></p> <p>Sprint Language</p> <p><i>1.4 Billing invoices must be sent to the Billed Party within five (5) days of the invoice date. Invoices received more than five (5) days from the invoice date will be due the following billing cycle regardless of the initial Bill Due Date. Late Payment</i></p>	Yes. Applying Late Payment Charges is a standard and customary practice used by businesses to encourage timely payments from customers. If Sprint chooses to receive bills by a means other than electronic bill delivery, AT&T loses its ability to control timely bill delivery and should not be penalized. Sprint's proposed language would in essence, extend	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>Charges will not apply to any period until after the following billing cycle.</i>	the Bill Due Date by a complete billing cycle.	
Att. 7 AT&T Issue 10	Att. 7 Section 1.5	AT&T Issue: Is it reasonable to expect payments to be submitted with proper Remittance Information?	<p>1.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-9 STATE. If the Remittance Information is not received with payment, AT&T-9 STATE will be unable to apply amounts paid to CMRS Provider's accounts. In such event, AT&T-9 STATE shall hold such funds until the Remittance Information is received. If AT&T-9 STATE does not receive the Remittance Information by the Bill Due Date for any account(s), Late Payment Charges shall apply.</p> <p>Sprint Language</p> <p><i>1.5 Payment is considered to have been made when an Electronic Funds Transfers (EFTs) or payment by non-electronic means is received that designates the Billing Account Number (BAN) to which the payment will be applied.</i></p>	Yes. AT&T's language provides for the reasonable expectation that Sprint will supply accurate Remittance Information. Without the proper Remittance Information, it would be impossible to post payments accurately to accounts.	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 11	Att. 7 Section 1.8	AT&T Issue: Is it necessary for the contract to state that non-electronic	<u>1.8 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CMRS Provider is responsible for any Late Payment Charges resulting</u>	Yes. It is important to contractually acknowledge the fact that payments	Except for section 1.11, which is wireline-specific,

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		funds transfers may be delayed which may result in Late Payment Charges being applied?	<p><u>from CMRS Provider's failure to use electronic funds credit transfers through the ACH network.</u></p> <p>Sprint Language</p> <p><i>Section deleted by Sprint</i></p>	not made via the ACH network will not be posted immediately and as such, Late Payment Charges may apply.	these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.
Att. 7 AT&T Issue 12	Att. 7 Section 1.9 Sprint Section 1.8	AT&T Issue: Is it reasonable to require disputed amounts be placed into an interest bearing escrow account?	<p>1.9 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 3.0 below. The Disputing Party should utilize any existing and preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts, other than disputed charges arising from reciprocal compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.</p> <p>Sprint Language</p> <p><i>1.8 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 3.0 below. On or before the Bill Due Date, the Non-Paying Party must pay all undisputed amounts to the Billing Party.</i></p>	Yes. AT&T's language is appropriate and reasonable and should be adopted. With the instability of the current economic times, it is reasonable to require Sprint to escrow disputed amounts so it does not use the dispute process as a mechanism to delay and/or avoid payment. In contrast, Sprint opposes any escrow requirement, proposing instead that it should be able to dispute its	Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.

AT&T language bold underlined
Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				bills and withhold payment regardless of the dispute's merits. Sprint's language imposes inappropriate financial risk on AT&T and should be rejected.	
Att. 7 AT&T Issue 13	Att. 7 Section 1.10	AT&T Issue: Is it appropriate for the agreement to contain escrow provisions?	<p>1.10 Requirements to Establish Escrow Accounts.</p> <p><u>1.10.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:</u></p> <p><u>1.10.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;</u></p> <p><u>1.10.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and</u></p> <p><u>1.10.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.</u></p> <p><u>1.10.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:</u></p> <p><u>1.10.2.1 The escrow account must be an interest bearing account;</u></p> <p><u>1.10.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;</u></p> <p><u>1.10.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the</u></p>	Yes. Consistent with AT&T's assertion that disputed amounts are to be placed into an escrow account, (see issue 12 preceding) the agreement should provide detailed information on the process and requirements for doing such.	No. Escrow provisions are an attempt by AT&T to obtain the equivalent of an increased deposit which unduly ties-up competing carrier's capital as a means to alter the status quo while a dispute is pending. If AT&T is concerned about a given dispute or the financial condition of a given carrier and it cannot negotiate a

AT&T language bold underlined

Sprint language bold italics

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>financial institution's charges for serving as the Third Party escrow agent;</u> <u>1.10.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and</u> <u>1.10.2.5 disbursements from the escrow account will be limited to those:</u> <u>1.10.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or :</u> <u>1.10.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.7 below; or</u> <u>1.10.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator 's award pursuant to Section 12.7 below.</u></p> <p>1.11 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.3 below. 1.12 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provisions set forth in Section 12.0 below. 1.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:</p> <p><u>1.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;</u> <u>1.13.2 within ten (10) Business Days after resolution of the</u></p>		<p>resolution, then it is incumbent upon AT&T to take action under the Dispute Resolution provisions to bring the dispute to the Commission for prompt resolution.</p>

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;</u></p> <p><u>1.13.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and</u></p> <p><u>1.13.4 no later than the third (3rd) Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 10.3 above.</u></p> <p>1.14 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 10.13.1 above and Section 10.13.3 above are completed within the times specified therein.</p> <p>1.15 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 10.13 above shall be grounds for termination of the Interconnection product and/or services provided under this Agreement.</p> <p>Sprint Language</p> <p><i>Sections deleted by Sprint</i></p>		
Att. 7 AT&T Issue 14	Att. 7 Section 2.1	AT&T Issue: Should the contract include provisions	2.1 If a Party is furnished Interconnection products and/or services under the terms of this Agreement in more than one (1) state, language in Section 2.12 below through Section 2.10 below inclusive, shall be applied	Yes. It is reasonable to include provisions	

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		for non-payment?	<p>separately for each such state. 2.2 Failure to pay charges shall be grounds for disconnection of Interconnection products and/or services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.</p> <p>Sprint Language</p> <p><i>Sections deleted by Sprint</i></p>	for discontinuing services for non-payment. Absent such provisions, it is unclear how the Parties will handle disconnection for non-payment situations. In addition, fifteen (15) calendar days' notice is ample time for Sprint to respond to a Discontinuance Notice.	
Att. 7 AT&T Issue 15	Att. 7 Section 2.3, Sprint Section 2.1	AT&T Issue: Which language is more appropriate?	<p>2.3 AT&T-9 STATE will also provide any written notice of disconnection to any Commission as required by any State Order or Rule.</p> <p>Sprint Language</p> <p><i>2.1 Disconnection will only occur as provided by Applicable Law, upon such notice as ordered by the Commission.</i></p>	AT&T's language is clearer and reflects its commitment to abide by any state law or order.	
Att. 7 AT&T Issue 16	Att. 7 Section 2.4	AT&T Issue: Should the contract provide requirements handling Unpaid Charges?	<p>2.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than forty-five (45) calendar days following receipt of the Billing Party's notice of Unpaid Charges:</p> <p><u>2.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed</u></p>	Yes. The contract should provide details on how Unpaid Charges will be handled. Absent such language, it is	

AT&T language bold underlined
Sprint language bold italics
Page 139 of 151

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Amounts and the specific details listed in Section 12.4 below of this Agreement, together with the reasons for its dispute; and</u></p> <p><u>2.4.2 pay all undisputed Unpaid Charges to the Billing Party; and</u></p> <p><u>2.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from reciprocal compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above; and</u></p> <p><u>2.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from reciprocal compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from reciprocal compensation) has been deposited into an escrow account that complies with Section 10.10 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” under Section 12.0 below.</u></p> <p>Sprint Language</p> <p><i>Sections deleted by Sprint</i></p>	unclear how the Parties will handle unpaid charges, whether disputed or undisputed.	
Att. 7 AT&T Issue 17	Att. 7 Section 2.10.1.1	AT&T Issue: What is an appropriate limitation on back-billing?	<p><u>2.10.1.1 Back-bill for or Claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date</u></p>	Twelve months is a reasonable limitation for back-billing. This is actually less time	

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit Claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit Claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services more than twelve (12) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) twelve (12) months from the date of the final order allowing or approving such charge</u></p> <p>2.10.1.2 Back-billing and credit Claims, as limited above, will apply to all Interconnection products and/or services purchased under this Agreement.</p> <p>Sprint Language</p> <p><i>Back-bill for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed, but only when such charges appeared or should have appeared on</i></p>	<p>than allowed by South Carolina Statute 15-3-530.</p>	

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>a bill dated within the six (6) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing. The Parties agree that the six (6) month limitation on back-billing set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the six month period for any back-billing may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services more than six (6) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) six (6) months from the date of the final order allowing or approving such charge</i></p>		
Att. 7 AT&T Issue 18	Att. 7 Section 3.0	AT&T Issue: Is it appropriate to include process and timeframes specific to Dispute Resolution in the contract?	<p><u>3.0 Dispute Resolution</u> 3.1 Finality of Disputes: <u>3.1.1 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.</u></p>	Yes. It is appropriate to include enough detail as proposed by AT&T South Carolina to guide the Parties through dispute resolution	Sprint proposes the Dispute Resolution language from the original agreement with the changes shown.

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>3.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.</u></p> <p>3.2 Alternative to Litigation:</p> <p><u>3.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.</u></p> <p>3.3 Commencing Dispute Resolution:</p> <p><u>3.3.1 Dispute resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party. There are three (3) separate dispute resolution methods:</u></p> <p><u>3.3.1.1 Service Center dispute resolution</u> <u>3.3.1.2 Informal dispute resolution; and</u> <u>3.3.1.3 Formal dispute resolution, each of which is described below.</u></p> <p>3.4 Service Center dispute resolution - the following dispute resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to AT&T for Disputed Amounts must be made on the "Billing Claims Dispute Form."</p> <p><u>3.4.1 If the written notice given pursuant to this Section 12.3 above discloses that the dispute relates to billing, then the procedures set forth in Section 11.4 shall be used.</u></p> <p><u>3.4.2 For a dispute submitted by the CMRS Provider, the</u></p>	to avoid further disputes.	

AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>dispute shall first be processed by the appropriate service center for resolution.</u></p> <p><u>3.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written notice of</u></p> <p><u>3.4.3.1 the date of the bill in question,</u></p> <p><u>3.4.3.2 the account number or other identification (CMRS Provider must provide the CBA/ESBA/ASBS or BAN number) of the bill in question,</u></p> <p><u>3.4.3.3 telephone number, circuit ID number or trunk number in question,</u></p> <p><u>3.4.3.4 any USOC (or other descriptive information) information relating to the item questioned,</u></p> <p><u>3.4.3.5 amount billed,</u></p> <p><u>3.4.3.6 amount in dispute, and</u></p> <p><u>3.4.3.7 the reason that the Disputing Party disputes the billed amount.</u></p> <p><u>3.4.4 When CMRS Provider is the Disputing Party, CMRS Provider must provide evidence to AT&T that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above of this Agreement and deposited all Unpaid Charges relating to services into that escrow account in order for that billing Claim to be deemed a “dispute”. Failure to provide the information and evidence required by Section 12.0 above not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CMRS Provider’s irrevocable and full waiver of its right to dispute the subject charges.</u></p> <p><u>3.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on invoices within sixty (60) days of the invoicing Party’s receipt of notice of Disputed Amounts. However, if</u></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>the dispute is not resolved within the first thirty (30) days of such sixty (60) day period, upon request, the invoicing Party shall advise the Disputing Party of the status of the dispute and the expected resolution date.</u></p> <p><u>3.4.6 If the Parties are not able to resolve their billing disputes, either Party may inform the other Party in writing that it is invoking the informal dispute resolution provisions of this Agreement.</u></p> <p>3.5 Informal Dispute Resolution:</p> <p><u>3.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 12.3 above or Section 12.4.6 above each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.</u></p> <p>3.6 Formal Dispute Resolution:</p> <p><u>3.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 12.5 above, then either Party may invoke the formal dispute resolution</u></p>		

AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>procedures described in this Section 12.6. Unless agreed among all Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating dispute resolution under Section 12.3 above.</u></p> <p><u>3.6.2 Claims Subject to Mandatory Arbitration:</u></p> <p><u>3.6.2.1 The following Claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to Section 12.7 below.</u></p> <p><u>3.6.2.2 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating dispute resolution. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating dispute resolution above, the Parties will annualize the actual number of months billed.</u></p> <p><u>3.6.3 Claims Subject to Elective Arbitration</u></p> <p><u>3.6.3.1 Claims will be subject to elective arbitration pursuant to Section 12.7 below if, and only if, the Claim is not settled through informal dispute resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.</u></p> <p><u>3.6.4 Claims Not Subject to Arbitration:</u></p> <p><u>3.6.4.1 If the following Claims are not resolved through informal dispute resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.</u></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>3.6.4.2 If the following Claims are not resolved through informal dispute resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism</u></p> <p><u>3.6.4.3 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.</u></p> <p><u>3.6.4.4 Actions to compel compliance with the dispute resolution process.</u></p> <p><u>3.6.4.5 All Claims arising under federal or state statute(s), including antitrust Claims.</u></p> <p>3.7 Arbitration:</p> <p><u>3.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Atlanta, Georgia for AT&T SOUTHEAST REGION 9-STATE, Dallas, Texas for AT&T SOUTHWEST REGION 5-STATE; Chicago, Illinois for AT&T MIDWEST REGION 5-STATE, San Francisco, California for AT&T CALIFORNIA; Reno, Nevada for AT&T NEVADA; or New Haven, Connecticut for AT&T CONNECTICUT, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9</u></p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in Section 12.0 above may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.</u></p> <p>Sprint Language</p> <p>3.0 Dispute Resolution</p> <p>3.1 A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by <i>the Billing Party</i>. The dispute must be clearly explained by <i>the Disputing Party</i> and supported by written documentation from <i>the Disputing Party</i>, which clearly shows the basis for dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the</p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by <i>the Disputing Party</i> until the dispute is resolved. Claims by <i>the Parties</i> for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section. Once the Bona Fide Dispute is resolved <i>the Disputing Party</i> will make immediate payment on any of the disputed amount owed to <i>the Billing Party</i> or <i>the Billing Party</i> shall have the right to pursue normal treatment procedures. Any credits due to <i>the Disputing Party</i>, pursuant to the Bona Fide Dispute, will be applied to the <i>Disputing Party's</i> account by <i>the Billing Party</i> immediately upon resolution of the dispute.</p> <p>3.2 Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section.</p> <p>3.3 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If <i>the Billing Party</i> rejects <i>the Disputing Party's</i> Bona Fide Billing Dispute, <i>the Billing Party</i> assumes the responsibility to provide <i>the Disputing Party</i> with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:</p> <p>3.3.1 If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for</p>		

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>resolution.</p> <p>3.3.2 If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.</p> <p>3.3.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. The Billing Party shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.</p>		
Att. 12 AT&T Issue 1	Att. 12 Section 1.1	Is the language proposed by Sprint necessary and appropriate?	<p>1. INTRODUCTION</p> <p>1.1 This Attachment sets forth terms and conditions for 911 Service Access provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) to Sprint PCS for access to the applicable AT&T-owned ILEC's 911 and E911 Databases, and interconnection to an AT&T-owned ILEC's 911 Selective Router solely solely for the purpose of Call Routing of Sprint PCS 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. <u>The trunking requirements contained in this Attachment are to be used solely for Sprint PCS Wireless 911 call routing.</u> The trunking requirements contained in this Attachment are to be used solely for Sprint PCS Wireless 911 call routing. Sprint is</p>	No. Comingling of wireless and wireline 911 traffic poses many serious implications and particularly when 911 and public safety concerns are at issue. However, the Parties continue to work on language for E911.	

**AT&T South Carolina and Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners
Wireless Decision Point List – All Appendices**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>permitted to commingle wireless and wireline 911 traffic on the same trunks (DSOs) when the appropriate Public Safety Answering Point is capable of accommodating this commingled traffic.</i>		

AT&T-9STATE's
TRANSIT TRAFFIC SERVICE EXHIBIT
for Transit Traffic in SOUTH CAROLINA

TABLE OF CONTENTS**Section****Section Number**

Introduction	1.0
Definitions	2.0
Responsibilities of the Parties	3.0
SPRINT-Originated Transit Traffic	4.0
SPRINT-Terminated Transit Traffic.....	5.0
Transit Traffic Routing/Trunk Groups	6.0
Direct Trunking Requirements.....	7.0
Transit Traffic Rate Application	8.0

1.0 **Introduction**

- 1.1 This Transit Traffic Service Exhibit ("Exhibit") sets forth the rates, terms and conditions of **AT&T-9STATE's** Transit Traffic Service as a Transit Service Provider. **AT&T-9STATE's** Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, **AT&T-9STATE's** End User. Transit Traffic Service allows **[INSERT Customer Legal Name]** ("SPRINT") to exchange SPRINT originated traffic with a Third Party Terminating Carrier to which SPRINT is not directly interconnected and receive traffic originated by a Third Party Originating Carrier.
- 1.2 **AT&T-9STATE** offers this Transit Traffic Service to SPRINT where SPRINT is authorized to operate and deliver Telecommunications Traffic pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws.

2.0 **Definitions**

The definitions in this Transit Exhibit are for purposes of this Transit Exhibit only, and if the definitions herein conflict with any definitions in the General Terms and Conditions of the Agreement, then the definitions herein govern, for the purpose of this Transit Exhibit only.

- 2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.2 "ISP-Bound Traffic", means Telecommunications Traffic exchanged between SPRINT's End User and an Internet Service Provider ("ISP") served by a Third Party Terminating Carrier.
- 2.3 "IntraLATA InterMTA Traffic" means traffic exchanged between SPRINT's End Users and the End Users of a LEC Third Party Terminating Carrier which subtends an **AT&T-9STATE** Tandem, where: 1) the Transit Traffic originates in one Major Trading Area ("MTA"), but terminates in another MTA; and 2) where the call both originates and terminates within the same LATA. Such IntraLATA InterMTA Traffic must: 1) terminate to a Third Party Terminating Carrier's End User, and 2) not transit through an IXC or other intermediary.
- 2.4 "Section 251(b)(5) Traffic" means completed calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the Parties and that, originate and terminate within the same MTA. Section 251(b)(5) Calls does not refer to the local calling area of either Party. A call that is originated or terminated by a non-facility based provider is not a call that originates or terminates on either Party's network. To determine whether traffic falls within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows:
- (a) For **AT&T-9STATE**, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling party at the beginning of the call or the called party at the terminating end of the call.
 - (b) For SPRINT, the origination or termination point of a call shall be the cell site that serves, respectively, the calling or called party at the beginning of the call.
- 2.5 "Third Party Carrier" means a Telecommunications Carrier that is not a party to this Agreement.
- 2.6 "Third Party Originating Carrier" means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service provider (CMRS) or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits **AT&T-9STATE's** network and is delivered to SPRINT.

- 2.7 “Third Party Terminating Carrier” means a Telecommunications Carrier to which traffic is terminated when SPRINT uses AT&T-9STATE’s Transit Traffic Service (e.g., CLEC, ILEC, CMRS or OELEC).
- 2.8 “Transit Service Provider” means AT&T-9STATE when providing its Transit Traffic Service.
- 2.9 “Transit Traffic” means traffic originating on SPRINT’s network that is switched and/or transported by AT&T-9STATE and delivered to a Third Party Terminating Carrier, or traffic originating on a Third Party Originating Carrier’s network that is switched and/or transported by AT&T-9STATE and delivered to SPRINT’s network. Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS-bound traffic within the same LATA, ISP-Bound Traffic destined to the End Users of a Third Party Terminating Carrier and is routed utilizing an AT&T-9STATE Tandem Switch where an AT&T-9STATE End User is neither the originating nor the terminating party. AT&T-9STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. A call that is originated by or terminated to a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-9STATE including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete, or Wholesale Local Platform Service agreement(s) as applicable is not considered a transit call for the purposes of this Exhibit. Additionally, Transit Traffic does not include traffic to or from IXC’s.
- 2.10 “Transit Traffic Service” is an optional non Section 251 switching and intermediate transport service provided by AT&T-9STATE for Transit Traffic between SPRINT and AT&T-9STATE, where SPRINT is directly interconnected with an AT&T-9STATE Tandem.
- 2.11 “Switched Access Traffic” means an offering of access to AT&T-9STATE’s network for the purpose of the origination of the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.

3.0 Responsibilities of the Parties

- 3.1 AT&T-9STATE will provide SPRINT with AT&T-9STATE’s Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-9STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on SPRINT’s network. Transit Traffic Service rates do not apply to calls originating with or terminating to an AT&T-9STATE End User.
- 3.3 Transit Traffic Service rates apply to all Minutes-Of-Use (“MOUs”) for which SPRINT sends Transit Traffic to a Third Party Terminating Carrier’s network. SPRINT agrees to compensate AT&T-9STATE for the Transit Traffic Services provided by AT&T-9STATE, at the rates set forth in the attached Transit Traffic Service Pricing Exhibit, as applicable.
- 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.
- 3.5 The rates that AT&T-9STATE shall charge SPRINT for Transit Traffic Services are set forth in the Transit Traffic Rate Application section, below and in the attached Transit Traffic Service Pricing Exhibit.
- 3.6 AT&T-9STATE - Transit Billing Requirements
- 3.6.1 The exchange of billing data related to jointly provided traffic at the Tandem level shall only apply to Third Party Carriers that are uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.

- 3.6.2 Subject to SPRINT providing all necessary information, AT&T-9STATE agrees to participate in a billing arrangement whereby each provider on the call path will bill the Third Party Originating Carrier for its portion of Switched Access Traffic and Transit Traffic when both the Third Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with AT&T-9STATE. AT&T-9STATE shall pass Electronic Message Interface (EMI) 1101 call records to SPRINT at no charge. Notwithstanding the foregoing, where either or both of the Third Party Originating Carrier and Third Party Terminating Carrier of Transit Traffic do not have EMI capability or refuse to use an EMI billing arrangement for Transit Traffic, then SPRINT shall be responsible for all costs and charges incurred by AT&T-9STATE for Transit Traffic originated by SPRINT.
- 3.6.3 Information required from SPRINT participating in EMI billing with AT&T-9STATE includes, but is not limited to:
- (i) Regional Accounting Office code (RAO)
 - (ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, AT&T-9STATE will only render a bill to SPRINT.
 - (iii) a unique Access Carrier Name Abbreviation (ACNA)
 - (iv) Percent Interstate Usage
 - (v) Percent Local Usage
 - (vi) 800 Service Percent Interstate Usage or default of fifty percent (50%)
 - (vii) Billing Interconnection Percentage
 - (viii) Screening Telephone Number (STN) for each interconnection trunk group from SPRINT's dedicated NXX that sub-tends an AT&T-9STATE Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the SPRINT's AT&T-9STATE Type 2A trunk interconnection exists.
- 3.6.4 A default Billing Interconnection Percentage (BIP) of zero percent (0%) for AT&T-9STATE and one hundred percent (100%) for SPRINT will be used, if SPRINT does not file with NECA to establish a BIP other than this default BIP.
- 3.6.5 NPA/NXX codes must be associated with a Point of Interconnection (POI) that physically resides within AT&T-9STATE's franchised service area, has a Common Language Location Identification (CLLI) that sub-tends an AT&T-9STATE Tandem and has a Rate Center that sub-tends the same AT&T-9STATE Tandem. Tandem level interconnections with AT&T-9STATE are required, and SPRINT must deliver all Transit Traffic to AT&T-9STATE over such Tandem level interconnections. Additionally, exchange of records will necessitate both the Third Party Originating Carrier and Third Party Terminating Carrier networks to subscribe to dedicated NXX codes, which can be identified as belonging to the Third Party Originating Carrier and Third Party Terminating Carrier network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch CLLI. Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center. Additionally, (i) if SPRINT has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the Type 2A NPA/NXX code or CLLI home on a non-AT&T-9STATE SHA "00" Tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in EMI billing.
- 3.6.6 SPRINT will compensate AT&T-9STATE at the rate set forth in Transit Traffic Service Pricing Exhibit, attached hereto.

4.0 SPRINT-Originated Transit Traffic

- 4.1 SPRINT has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering Transit Traffic to AT&T-9STATE for transiting to such Third Party Terminating Carriers.

In no event will AT&T-9STATE have any liability to SPRINT or any Third Party Carrier, if SPRINT fails to enter into such traffic compensation arrangements. In the event SPRINT originates Transit Traffic that transits AT&T-9STATE's network to reach a Third Party Terminating Carrier with whom SPRINT does not have a traffic compensation arrangement, then SPRINT will indemnify, defend and hold harmless AT&T-9STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-9STATE. The Third Party Terminating Carrier and AT&T-9STATE will bill their respective charges directly to SPRINT. AT&T-9STATE will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-9STATE be required to pay any termination charges to the Third Party Terminating Carrier.

- 4.2 In the event SPRINT originates Transit Traffic destined for a Third Party Terminating Carrier with which SPRINT does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-9STATE to pay such Third Party Carrier termination charges for the Transit Traffic AT&T-9STATE has delivered, SPRINT will indemnify AT&T-9STATE for any and all Losses related to such order, including, but not limited to, termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-9STATE agrees to allow SPRINT to participate as a party.
- 4.3 SPRINT will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-9STATE's network. SPRINT shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-9STATE identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then SPRINT agrees to cooperate to investigate and take corrective action. If SPRINT is sending CPN to AT&T-9STATE, but AT&T-9STATE is not properly receiving the information, then SPRINT will work cooperatively with AT&T-9STATE to correct the problem. If AT&T-9STATE does not receive CPN from SPRINT, then AT&T-9STATE cannot forward any CPN, and SPRINT will indemnify, defend and hold harmless AT&T-9STATE from any and all Losses arising out of the failure of any traffic transiting AT&T-9STATE's network to have CPN.
- 4.4 SPRINT, as a Telecommunications Carrier originating traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

5.0 SPRINT-Terminated Transit Traffic

- 5.1 SPRINT shall not charge AT&T-9STATE when AT&T-9STATE provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to SPRINT.
- 5.2 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of SPRINT from AT&T-9STATE, serving as the Transit Service Provider. Where AT&T-9STATE is providing Transit Traffic Service to SPRINT, AT&T-9STATE will pass the CPN to SPRINT, as it is received from the Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-9STATE cannot forward the CPN; therefore, SPRINT will indemnify, defend and hold harmless AT&T-9STATE from any and all Losses arising from or related to the lack of CPN. If AT&T-9STATE or SPRINT identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, SPRINT agrees to cooperate with AT&T-9STATE and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-9STATE or SPRINT is not properly receiving the information, then SPRINT will work cooperatively with AT&T-9STATE and the Third Party Originating Carrier to correct the problem.
- 5.3 SPRINT agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-9STATE, as the Transit Service Provider, will not be obligated to pay SPRINT for Transit Traffic or be considered as the default originator of the Transit Traffic.

6.0 Transit Traffic Routing/Trunk Groups

- 6.1 In each LATA in which SPRINT has one or more Mobile Switching Centers (MSCs) and desires to exchange Transit Traffic through AT&T-9STATE, SPRINT shall trunk from each of its MSCs to all AT&T-9STATE Tandems in such LATA; or, in the event SPRINT has no MSC in a LATA in which it desires to send Transit Traffic through AT&T-9STATE, then SPRINT shall establish one or more POIs within such LATA and trunk from each of its POIs to all AT&T-9STATE Tandems in such LATA.
- 6.2 SPRINT shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T-9STATE Tandem Office Switch that is subtended by such Third Party Terminating Carrier's switch.
- 6.3 Transit Traffic not routed to the appropriate AT&T-9STATE Tandem by SPRINT shall be considered misrouted. Transit Traffic routed by SPRINT at or through any AT&T-9STATE End Office Switch shall be considered misrouted.
- 6.4 Upon written notification from AT&T-9STATE of misrouting of Transit Traffic by SPRINT as identified above, SPRINT will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than sixty (60) days), after receipt of notification of such misrouting.
- 6.5 AT&T-9STATE Facilities and trunking (ordering, provisioning, servicing, etc) used to route Section 251(b)(5) traffic pursuant to SPRINT's Interconnection Agreement(s), will also be utilized for the routing of Transit Traffic.

7.0 Direct Trunking Requirements

- 7.1 When SPRINT Transit Traffic is routed through AT&T-9STATE's Tandem to a Third Party Terminating Carrier and requires twenty-four (24) or more trunks, upon AT&T-9STATE written request, SPRINT shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier within sixty (60) calendar days from the date of AT&T-9STATE's request. SPRINT shall route Transit Traffic via AT&T-9STATE's Tandem Office Switches, and not through any AT&T-9STATE End Offices. Once a Trunk Group has been established, SPRINT agrees to cease routing Transit Traffic through the AT&T-9STATE Tandem to the Third Party Terminating Carrier, unless AT&T-9STATE and SPRINT mutually agree otherwise.

8.0 Transit Traffic Rate Application

- 8.1 Unless otherwise specified below or in the Transit Traffic Service Pricing Exhibit, Transit Traffic Services rates apply to all Minutes-of-Use ("MOU" or "MOUs"), when SPRINT sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-9STATE's Tandem Office Switch, where an AT&T-9STATE End User is neither the originating nor the terminating party. SPRINT agrees to compensate AT&T-9STATE, operating as a Transit Service Provider, at the applicable rates set forth in Transit Traffic Service Pricing Exhibit.
- 8.1.1 Transit Rate Elements - the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Pricing Exhibit attached hereto):
- 8.1.1.1 AT&T-9STATE
- Intermediary Charge - charge for Transit Service on a per MOU basis

Traffic Traffic Service Pricing Exhibit																											
LOCAL INTERCONNECTION - South Carolina																											
CATEGORY		RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l								
											Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)												
										Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN							
LOCAL INTERCONNECTION TRANSIT																											
		* Intermediary Charge per MOU								0.0020																	